

IN THE DISTRICT COURT OF POTTAWATOMIE COUNTY
STATE OF OKLAHOMA

FILED

IN THE DISTRICT COURT

APR 11 2024

CITIZEN POTAWATOMI COMMUNITY
COMMUNITY DEVELOPMENT CORPORATION,

Plaintiff,

v.

NATHAN O. BEAUCHAMP;
ADA OUTDOORS, LLC, an Oklahoma limited
liability company;
SHAWNEE OUTDOORS, LLC, an Oklahoma limited
liability company;
BOARD OF COUNTY COMMISSIONERS OF
PONTOTOC COUNTY;
TREASURER OF PONTOTOC COUNTY;
CAPITOL SERVICES, LLC, an Oklahoma corporation,
CATERPILLAR FINANCIAL SERVICES CORPORATION, a foreign
corporation;
CITIZENS BANK OF ADA, an Oklahoma banking corporation;
CORPORATION SERVICE COMPANY, a foreign corporation;
FIRST UNITED BANK AND TRUST CO., an Oklahoma banking
corporation;
HUNTINGTON DISTRIBUTION FINANCE, a foreign corporation;
MAGOO FINANCIAL, a foreign corporation;
OKLAHOMA HERITAGE BANK, an Oklahoma banking
corporation;
TCF INVENTORY FINANCE, a foreign corporation; and
THE UNITED STATES SMALL BUSINESS ADMINISTRATION,
Defendants.

POTTAWATOMIE COUNTY, OK
VALERIE N. UELTZEN, COURT CLERK
BY _____ DEPUTY

CJ-2024- 141

PETITION

COMES NOW Plaintiff, CITIZEN POTAWATOMI COMMUNITY DEVELOPMENT CORPORATION ("Plaintiff") and for its causes of action against the Defendants NATHANIEL O. BEAUCHAMP ("Beauchamp"), in his personal capacity and as member of the limited liability companies named as Defendants; ADA OUTDOORS, LLC (Ada Outdoors), an Oklahoma limited liability company; SHAWNEE OUTDOORS, LLC (Shawnee Outdoors), an Oklahoma limited liability company, (these three collectively referred to as the "Borrowers")

and BOARD OF COUNTY COMMISSIONERS OF PONTOTOC COUNTY, TREASURER OF PONTOTOC COUNTY, CAPITOL SERVICES, LLC, an Oklahoma corporation, CATERPILLAR FINANCIAL SERVICES CORPORATION, a foreign corporation, CITIZENS BANK OF ADA, an Oklahoma banking corporation; CORPORATION SERVICE COMPANY, a foreign corporation, FIRST UNITED BANK AND TRUST CO., an Oklahoma banking corporation, HUNTINGTON DISTRIBUTION FINANCE, a foreign corporation, MAGOO FINANCIAL, a foreign corporation, OKLAHOMA HERITAGE BANK, an Oklahoma banking corporation, TCF INVENTORY FINANCE, a foreign corporation, and THE UNITED STATES SMALL BUSINESS ADMINISTRATION (all collectively, the "Defendants"), alleges and states:

1. Plaintiff is an enterprise of the Citizen Potawatomi Nation, a federally recognized sovereign Native American tribe.
2. Nathaniel O. Beauchamp is an individual person and resident of Pottawatomie County, Oklahoma, who may be served at 35766 Braums Road, Wauwette, OK 74878.
3. Shawnee Outdoors, LLC is an Oklahoma limited liability company and, upon information and belief, may be served through its Registered Agent, Nathaniel O. Beauchamp at 35766 Braums Road, Wauwette, OK 74878.
4. Ada Outdoors, LLC is an Oklahoma limited liability company and, upon information and belief, may be served through its Registered Agent, Nathaniel O. Beauchamp at 1030 W. 12th Street, Ada, OK 74820.
5. Paula Hall, in her official capacity as Treasurer of Pontotoc County, may be served at 100 W 13th, Ada, Oklahoma 74820.
6. The Board of County Commissioners of Pontotoc County, in their official capacities, may be served at 100 W 13th, Ada, Oklahoma 74820.
7. Capitol Services, LLC is an Oklahoma corporation and may be served through its Registered Agent, Capitol Document Services, Inc. at 1833 Morgan Road, Oklahoma City, OK 73128.
8. Caterpillar Financial Services Corporation is a foreign corporation and may be served through its Registered Agent Corporation Service Company at 10300 Greenbriar Place, Oklahoma City, OK 73159.
9. Citizen's Bank of Ada is an Oklahoma corporation, which may be served through its Registered Agent Jimmy Eppler at 123 W. 12th Street, Ada, OK 74820.
10. Corporation Service Company is a foreign corporation which may be served through its Registered Agent United States Corporation Company at 10300 Greenbriar Place, Oklahoma City, OK 73159 or at 801 Adlai Stevenson Drive, Springfield, IL 62703.
11. First United Bank and Trust Co. is an Oklahoma corporation, which may be served through its Registered Agent Spend Life Wisely Company, Inc. at 1400 W. Main, Durant, OK 74701.
12. Huntington Distribution Finance is a foreign corporation and may be served through its Registered Agent CT Corporation System at 1833 South Morgan Road, Oklahoma City, OK 73128.

13. Magoo Financial is a foreign corporation and may be served at 13943 Irvine Blvd, #85, Irvine, CA 92602.

14. Oklahoma Heritage Bank is a domestic banking corporation and may be served through its Registered Agent R. Darryl Fisher at 515 S. Hickory, Roff, OK 74865.

15. TCF Inventory Finance is an Oklahoma corporation, which may be served through its Registered Agent C T Corporation System at 1833 South Morgan Road, Oklahoma City, OK 73128.

16. The United States Small Business Administration is a federal agency which may be served through its registered agent Corporation Services Company at 801 Adlai Stevenson Drive, Springfield, IL 62703.

17. This Court possesses jurisdiction pursuant to 20 O.S. § 91.1 and venue is proper in this Court pursuant to 12 O.S. §§ 131, 134, & 143.

CPCDC LOAN # 8351

18. On or about June 21, 2018, Beauchamp and Ada Outdoors, for good and valuable consideration, made, executed and delivered to Plaintiff, a certain written Promissory Note in the original amount of Two Hundred Nine Thousand Seven Hundred Dollars (\$209,700.00). A copy of Note 8351 is attached hereto as Exhibit 1. Note 8351 had an original maturity date of July 1, 2023.

19. As part of the same transaction, and to secure Note 8351 Beauchamp and Ada Outdoors, made, executed, and delivered to the Plaintiff, a Real Estate Mortgage with Power of Sale (Mortgage 8351), which mortgaged and conveyed to the Plaintiff, the following described real estate:

A part of the SW/4 of Section 5, Township 3 North, Range 6 East of the Indian Base and Meridian, Pontotoc County, Oklahoma, described as follows: Commencing at the Southeast Corner of the SW/4 of SE/4 of SW/4 of said Section 5, thence S89°16'21"W along the South line thereof a distance of 376.56 feet to the point of beginning; thence continuing S89°16'21"W along said South line a distance of 276.06 feet to a point on the East right of way line of State Highway 1; thence N00°22'51"E along and with said East right of way line a distance of 239.82 feet; thence continuing along and with said East right of way on a curve to the left, said curve having a radius of 2034.86 feet which a chord bearing N02°27'47"W and a chord length of 201.97 feet, an arc distance of 202.05 feet; thence N89°16'54"E a distance of 280.56 feet; thence S00°20'06"E a distance of 441.62 feet to the point of beginning.
(the "Ada Real Property")

with all the buildings and other improvements located or constructed on the real estate, fixtures, personal property, used on or in, and appurtenances to the real estate, and all rents, issues, profits, and income derived from the referenced property and a security interest

therein. Mortgage 8351 was recorded on or about June 25, 2018, with the Pontotoc County Clerk as Instrument No. 2018-3435. A copy of Mortgage 8351 is attached hereto as Exhibit 2.

20. As a part of the same transaction, and to secure Note 8351, Beauchamp and Ada Outdoors also made, executed, and delivered to the Plaintiff a Guaranty Agreement. A copy is attached hereto as Exhibit 3.

21. As a part of the same transaction, and to secure Note 8351, Beauchamp and Ada Outdoors also made, executed, and delivered to the Plaintiff a Limited Liability Company Guaranty and Pledging Resolution wherein they issued a security interest in "any and all assets of the Company" and guaranteed the indebtedness reflected in Note 8351. A copy is attached hereto as Exhibit 4.

22. As a part of the same transaction, to evidence the Security Interests, Plaintiff filed a UCC-1 at Oklahoma County Clerk Inst. No. 20180917020959120. Plaintiff filed a continuation of this UCC-1 on or about October 30, 2023 at Oklahoma County Inst. No. 2023103002105935. Copies are attached as Exhibits 5 & 6.

23. On or about January 14, 2019, Borrowers entered into a Cross-Default and Cross-Collateralization Agreement. A copy is attached hereto as Exhibit 7.

CPCDC LOAN # 8366

24. On or about May 28, 2019, Beauchamp and Shawnee Outdoors, for good and valuable consideration, made, executed and delivered to Plaintiff, a Promissory Note (Note 8366) in the original amount of One Hundred Two Thousand Twenty Dollars (\$102,020.00). A copy is attached hereto as Exhibit 8. Note 8366 had an original maturity date of June 1, 2022.

25. As a part of the same transaction, and to secure the payment of Note 8366, Beauchamp and Ada Outdoors, made, executed, and delivered to the Plaintiff a Guaranty Agreement. A copy is attached hereto as Exhibit 9.

26. As a part of the same transaction, and to secure the payment of Note 8366, Beauchamp and Ada Outdoors, made, executed, and delivered to the Plaintiff a Security Agreement as to all business assets to include all furniture, inventory, fixtures, equipment of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories, and accessions thereto and thereof and all proceeds thereof, and of all deposits. A copy is attached hereto as Exhibit 10.

27. As a part of the same transaction, and to secure the payment of Note 8366, Beauchamp and Ada Outdoors, made, executed, and delivered to the Plaintiff an Assignment of Leases, Rents, Profits from the property located at 40960 Hardesty Road, Shawnee, OK 74801. A copy is attached hereto as Exhibit 11.

28. As a part of the same transaction, to evidence the Security Interests, Plaintiff filed a UCC-1 on or about June 10, 2019 at Oklahoma County Clerk Inst. No. 201906100020581520. Plaintiff filed a continuation of this UCC-1 on or about February 14,

2024 at Oklahoma County Inst. No. 2024021402014055. Copies are attached as Exhibits 12 & 13.

CPCDC LOAN # 8394

29. On or about March 10, 2021, Borrower Defendants for good and valuable consideration, made, executed, and delivered to Plaintiff, a certain Promissory Note (Note 8394) in the original amount of Two Million Forty-four Thousand Eighty-nine Dollars (\$2,044,089.00). A copy of Note 8394 is attached hereto as Exhibit 14. Note 8394 had an original maturity date of July 15, 2021.

30. As a part of the same transaction, and to secure the payment of Note 8394, Beauchamp, Ada Outdoors, and Shawnee Outdoors, made, executed, and delivered to the Plaintiff a Security Agreement, in any and all assets of the Company as collateral, including Purchase Order #136365 for 66,560 of 9mm pistol ammo and 55,000 5.56 rifle ammo (the "Ammunition"). This Security Agreement was recorded on or about April 26, 2021 at Pontotoc County Clerk's Instrument Number 2021-2467 and on or about April 5, 2021 at Pottawatomie County Clerk's Instrument Number 2021-4501. A copy is attached hereto as Exhibit 15.

31. As a part of the same transaction, and to secure the payment of Note 8394, Beauchamp, Ada Outdoors, and Shawnee Outdoors, made, executed, and delivered to the Plaintiff an Assignment of Leases, Rents, and Profits from the Ammunition. A copy is attached hereto as Exhibit 16.

32. As a part of the same transaction, and to secure the payment of Note 8394, Beauchamp, Ada Outdoors, and Shawnee Outdoors, made, executed, and delivered to the Plaintiff a Guaranty Agreement. A copy is attached hereto as Exhibit 17.

33. As a part of the same transaction, and to secure the payment of Note 8394, Beauchamp, Ada Outdoors, and Shawnee Outdoors, made, executed, and delivered to the Plaintiff Pledging Resolutions. Copies are attached hereto as Exhibits 18 & 19.

34. As a part of the same transaction, to evidence the Security Interests, Plaintiff filed a UCC-1 on or about April 8, 2021 at Oklahoma County Clerk Inst. No. 2021040802033184. A copy is attached hereto as Exhibit 20.

CPCDC LOAN #8530

35. On or about March 30, 2023, Beauchamp, Shawnee Outdoors, and Ada Outdoors, for good and valuable consideration, entered into a loan agreement with the Plaintiff, which was a renewal of Loan 8394.

36. As part of this loan agreement, Beauchamp, Shawnee Outdoors, and Ada Outdoors issued a Promissory Note to the Plaintiff for the amount of Two Million Three Hundred Thirty-Three Thousand Three Hundred Four Dollars and Five Cents (\$2,330,304.05) (Note 8530). A copy of Note 8530 is attached hereto as Exhibit 21.

37. As part of the same transaction, to secure Note 8394, as a renewal of Note 8394, Beauchamp, Shawnee Outdoors, and Ada Outdoors made, executed, and delivered to

Plaintiff a Modification of Mortgage 8351, on the Ada Real Property. A copy is attached hereto as Exhibit 22.

38. As a part of the same transaction, and to secure the payment of Note 8530, as a renewal of Note 8394, Beauchamp, Ada Outdoors, and Shawnee Outdoors, made, executed and delivered to the Plaintiff a Security Agreement, in any and all assets of the business, including the Ammunition. A copy is attached hereto as Exhibit 23.

39. As a part of the same transaction, and to secure the payment of Note 8530, as a renewal of Note 8394, Beauchamp, Ada Outdoors, and Shawnee Outdoors, made, executed and delivered to the Plaintiff a Guaranty Agreement. A copy is attached hereto as Exhibit 24.

40. As a part of the same transaction, and to secure the payment of Note 8530, as a renewal of Note 8394, Beauchamp, Ada Outdoors, and Shawnee Outdoors, made, executed and delivered to the Plaintiff a Limited Liability Company Guaranty and Pledging Resolutions. Copies are attached hereto as Exhibits 25 & 26.

41. Plaintiff has complied with all the terms, conditions precedent and provisions of said Notes and Mortgages and is duly empowered to bring this suit.

42. The Notes and Mortgages provide that in the event of a failure to pay monthly installments, the filing of a bankruptcy proceeding, or any other failure to keep or perform any of the conditions and covenants of the Notes and Mortgages, the entire principal sum and accrued interest, together with all sums secured by the Mortgage shall at once become due and payable at the option of the Plaintiff, and the Plaintiff will be entitled to foreclose the Mortgages and recover the unpaid principal thereon and all expenditures of the Mortgagee made thereunder, with interest thereon, and to have the premises sold and the proceeds applied to the payment of the indebtedness secured thereby, together with all legal and necessary expenses and all costs. The Borrowers have also cross collateralized the secured property and entered a cross default agreement.

43. Default has been made upon the Notes and Mortgages and Security Agreements. As of April 10, 2024, the principal amount and accrued interest is \$2,454,630.56, plus accruing daily interest, attorney fees, costs and expenses, and other allowable charges. The mortgage constitutes a valid lien against the Ada Real Property, prior to and superior to any right, title, lien, estate or interest of the Defendants or any other party. The Security Instrument also constitutes a valid lien against the enumerated other secured property which priority may vary according to the particular asset and will be established after the Defendants answer and discovery is conducted, but Plaintiff seeks the maximal priority allowable by law.

44. After allowing all just credits there is due to Plaintiff on the Notes and Mortgages and other security instruments, through April 10, 2024, the principal sum and interest in the amount of \$2,330,204.05 plus interest accruing thereafter at 5% per annum until paid, with costs, expenses, and a reasonable attorney's fee, and for such sums as may be advanced or incurred by Plaintiff during the pendency of this action for taxes, assessments, hazard insurance premiums, expenses reasonably necessary for the

preservation of the premises or of the priority of Plaintiff's mortgage lien and for execution and sale on any judgment hereafter entered in this cause.

Defendants other than The Borrowers

45. The County Treasurer of Pontotoc County, Oklahoma and/or the Board of County Commissioners of Pontotoc County, Oklahoma, may claim some right, title, lien, encumbrance claim, assessment, or interest in and to the Ada Real Property by reason of ad valorem taxes due and delinquent. Such right, title, lien, estate, encumbrance, claim, assessment, or interest if any, is superior to the Mortgages of Plaintiff.

46. The Citizens Bank of Ada may claim some right, title, lien, encumbrance claim, assessment, or interest in and to the Ada Real Property by a Mortgage given it by Ada Outdoors and recorded on or about December 7, 2018 at Instrument Number 2018-6486 and Subordination Agreement filed on or about December 13, 2018 at Pontotoc County Clerk Instrument No. 2018-6580. Such right, title, lien, estate, encumbrance, claim, assessment, or interest if any, is inferior to the Mortgages of Plaintiff.

47. The Borrowers are the subject of many UCC filings by the non-Borrower Defendants. Because the referenced collateral varies so greatly and Plaintiff has little more than the face of the UCC filings to review, the Plaintiff will recite in brief the UCC filings by the Defendants which its research has revealed, but will not assert an outright claim as to the priority of its security interests as to each Defendant, but preserves all its rights, and asserts that its security interests have the maximal priority allowable by law and, subsequent to answer and discovery by and between the Parties, will assert its claim as to the validity and priority of security interests other than its own with more particularity in subsequent pleadings.

48. Caterpillar Financial Services Corporation may claim some right, title, lien, encumbrance, claim, assessment, or interest in and to a Caterpillar 299D3XE Compact Track Loader by a UCC-1 filed at Oklahoma County Clerk Inst. No. 2023021002013745.

49. The Citizens Bank of Ada, may claim some right, title, lien, encumbrance claim, assessment, or interest in and to

- a. certain Kubota, Clark, and Caterpillar equipment by a UCC-1 filed at Oklahoma County Clerk Inst. No. 20190124020075880 and a continuation filed at Oklahoma County Clerk Inst. No. 2023122002122436
- b. furniture, fixtures, computers, tools, displays, and shelves and accounts receivable by a UCC-1 filed at Oklahoma County Clerk Inst. No. 20150116020052870 and a continuation filed at Oklahoma County Clerk Inst. No. 20191204021211650.

50. Corporation Service Company may claim some right, title, lien, encumbrance, claim, assessment, or interest in and to the assets of Shawnee Outdoors and Ada Outdoors by a UCC-1 filed at Oklahoma County Clerk Inst. No. 2023072002071282.

51. First United Bank and Trust Company may claim some right, title, lien, encumbrance, claim, assessment, or interest in and to

- a. 2017 Kubota Tractor w/Loader M7-151 (Serial No. 10761), 2010 Kubota L5740 (Serial No. 70766), 1999 Ditchwitch 3700 DD (Serial No. 3R1334), 2001 Clark Forklift (Serial No. P365G05418721FB), Clark SC60 CGP 30 for Klift (Serial No. P365L-1269-9466FB) by a UCC-1 filed at Oklahoma County Clerk Inst. No. 20191010021039570, and
- b. a 1996 Caterpillar Dozer and 2018 John Deere tractor by a UCC-1 filed at Oklahoma County Clerk Inst. No. 2022082202088731.

52. Huntington Distribution Finance, Inc. and TCF Inventory Finance may claim some right, title, lien, encumbrance claim, assessment, or interest in and to the assets of Ada Outdoors by a UCC-1 filed at Oklahoma County Clerk Inst. No. 20130328020302450, a continuation filed at Oklahoma County Clerk Inst. No. 20171229021290720, a continuation filed at Oklahoma County Clerk Inst. No. 2022101802108543, an amendment filed at Oklahoma County Clerk Inst. No. 2022101202106532, and a continuation filed at Oklahoma County Clerk Inst. No. 20230113020048.

53. Capitol Services, LLC and/or Magoo Financial may claim some right, title, lien, encumbrance claim, assessment, or interest in and to all assets held by Shawnee Outdoors, LLC by a UCC-1 filed at Oklahoma County Clerk Inst. No. 20200121020068380.

54. Oklahoma Heritage Bank may claim some right, title, lien, encumbrance claim, assessment, or interest in and to

- a. a 2019 John Deere Tractor by a UCC-1 filed at Oklahoma County Clerk Inst. No. 2022013102010248; and
- b. certain Kubota, Cub Cadet, and Clark equipment by a UCC-1 filed at Oklahoma County Clerk Inst. No. 202001029021256080; and
- c. Clark and Kubota equipment by a UCC-1 filed at Oklahoma County Clerk Inst. No. 2023091102089904

55. TCF Inventory Finance may claim some right, title, lien, encumbrance claim, assessment, or interest in and to the assets of Ada Outdoors and/or Shawnee Outdoors by a UCC-1 filed at Oklahoma County Clerk Inst. No. 20200227020195390 and UCC-1s filed at Oklahoma County Clerk Inst. No. 20200306020230060 UC1 and 20200311020242110.

56. The United States Small Business Administration may claim some right, title, lien, encumbrance claim, assessment, or interest in and to the assets of Ada Outdoors and/or Shawnee Outdoors by a UCC-1 filed at Oklahoma County Clerk Inst. No. 20200727020887290 and at Oklahoma County Clerk Inst. No. 20200727020880840.

57. Defendants are notified that unless, within 35 days after receipt of this notice, they dispute the validity of this debt, or any portion thereof, Plaintiff will assume the debt to be valid. If the Defendants, or any of them, dispute the debt in writing within the 35-day period, that debt, or any portion thereof, is disputed, Plaintiff will obtain verification of the debt and mail a copy of the verification to Defendants. Upon Defendants' written request within the 35-day period, Plaintiff will also provide Defendants with name of the original creditor, if different from the current creditor. This litigation is an attempt to collect a debt and any information obtained from this communication will be used for that purpose.

PRAYER FOR RELIEF

58. The Plaintiff prays that it recovers a judgment *in rem* against all the Defendants and a judgment both *in personam* and *in rem* against the Borrowers as to the Real Property and the Chattels, in an amount of, as of April 10, 2024, \$2,454,630.56 plus accruing interest, attorney fees, costs, expenses, and other allowable charges.

59. The Plaintiff prays that it the Court determine that:

- a. Plaintiff's Mortgage is a valid lien upon the Ada Real Property subject only to payment of delinquent *ad valorem* taxes, if any, and
- b. the lien be foreclosed for such sums and against each Borrower Defendant, and the subject property be sold, with or without appraisalment, as elected by the Plaintiff, and
- c. the right, title, and interest of any and each Defendant and any person or entity claiming by or through them in and to the Ada Real Property, with exception of those identified in paragraph 45 above, be subject, junior, inferior to the liens of Plaintiff, and
- d. the proceeds of the sale of the Ada Real Property be applied first to costs herein, then to the payment of unpaid *ad valorem* taxes, if any, to satisfaction of Plaintiff's claim and judgment, to any valid liens of inferior priority, with the surplus, if any, paid into the Court to abide further order,

60. The Plaintiff further prays that the Court determine that:

61. Plaintiff's Security Instruments are a valid lien upon the secured property enumerated above,

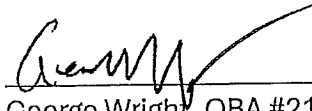
62. The validity and then priority of any liens against the secured property enumerated above, giving Plaintiff's liens the maximal priority allowable by law, and

63. the lien be foreclosed for such sums and against each Borrower Defendant, and the secured property be sold, with or without appraisalment, as elected by the Plaintiff, and

64. the proceeds of the sales applied first to costs herein, then to the payment and satisfaction of the valid lienholders in order of priority as established by the Court, with the surplus, if any, paid into the Court to abide further order

65. The Plaintiff further prays that the Court determine that, upon confirmation of the sale of the Real Property and Chattels, adjudge that the Defendants and all persons or entities claiming by, through, or under them be forever barred, foreclosed, and enjoined from asserting any claim to right, title, interest, estate or equity of redemption in and to the Real Property and other secured property, or any part thereof, and order such other and further relief as may be just and equitable.

Respectfully submitted,

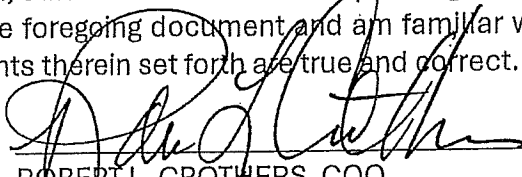


George Wright, OBA #21873
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george.wright@potawatomi.org
ATTORNEYS FOR PLAINTIFF
CITIZEN POTAWATOMI COMMUNITY
DEVELOPMENT CORPORATION

VERIFICATION

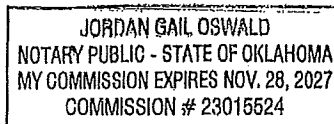
STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Robert L. Crothers, Chief Operating Officer of Citizen Potawatomi Community Development Corporation, being first duly sworn, state that I am the Chief Operating Officer of the Plaintiff above named, and I have read the foregoing document and am familiar with the contents thereof. The matters and statements therein set forth are true and correct.


ROBERT L. CROTHERS, COO
CITIZEN POTAWATOMI COMMUNITY
DEVELOPMENT CORPORATION

Subscribed and sworn to before me on this 11th day of April, 2024.


Notary Public



I hereby certify that I received \$ 209.70
and issued receipt No. 1376 in payment
of mortgage tax on the within Mortgage.
Dated this 25th day of June 2018.
Paula Hall, County Treasurer
Pontotoc County, Oklahoma

REAL ESTATE MORTGAGE WITH POWER OF SALE

Ada Outdoors, LLC
1030 W 12ⁿ
Ada, OK 74820

When Recorded; Return To:

Citizen Potawatomi Community Development Corporation
130 E. MacArthur, Suite 206
Shawnee, OK 74804

KNOW ALL PERSONS BY THESE PRESENTS that Ada Outdoors, LLC, an Oklahoma Limited Liability Company

(called "Mortgagor," whether one or more) mortgages to: Citizen Potawatomi Community Development Corporation
(called "Mortgagee," whether one or more and which term shall be construed to include Mortgagee's successors and assigns) the following described real estate
and premises located in Pontotoc County, State of Oklahoma

A part of the SW/4 of Section 5, Township 3 North, Range 6 East of the Indian Base and Meridian, Pontotoc County, Oklahoma, described as follows: Commencing at the Southeast Corner of the SW/4 of SE/4 of SW/4 of said Section 5; thence S 89°16'21" W along the South line thereof a distance of 376.56 feet to the point of beginning; thence continuing S 89°16'21" W along said South line a distance of 276.06 feet to a point on the East right-of-way line of State Highway 1; thence N 00°22'51" E along and with said East right-of-way line a distance of 239.82 feet; thence continuing along and with said East right-of-way line on a curve to the left, said curve having a radius of 2034.86 feet which a chord bearing N 02°27'47" W and a chord length of 201.97 feet, an arc distance of 202.05 feet; thence N 89°16'54" E a distance of 280.56 feet; thence S 00°20'06" E a distance of 441.62 feet to the point of beginning.

with all the buildings and other improvements located or constructed on the real estate, all fixtures, personal property used on or in, and appurtenances to the real estate, and Mortgagee assigns and pledges all rents, issues, profits and income derived from the above real estate (collectively referred to as the "Mortgaged Property"). This Mortgage and assignment of rents, issues, profits and income derived from the Mortgaged Property creates a security interest in the Mortgaged Property and its kind future property from the time the Mortgage and assignment is granted even though enforcement of the assignment of rents, issues, profits and income may be delayed until default.

Mortgagor warrants the title to the Mortgaged Property.

This Mortgage is given to secure the payment and performance of all of the following (collectively, the "Debt"):

- (a) The indebtedness evidenced by the following described promissory Note(s) (the "Note," whether one or more) and any modifications, renewals or substitutions of Note #4351 in the Principal Amount of \$209,700.00 in the name of Ada Outdoors, LLC with a maturity date of July 1, 2023
- (b) All sums advanced or paid by Mortgagee on account of the failure of the Mortgagor to comply with the terms or covenants of this Mortgage or other documents signed by the Mortgagor;
- (c) All future loans and advances and all future renewals of loans which Mortgagee may make to Mortgagor or to the Debtor identified in the Note, if different from Mortgagor (the "Debtor"); and all other debts, obligations and liabilities of every kind and character of Mortgagor or Debtor now existing, whether or not explicitly referred to, or arising in the future in favor of Mortgagee, whether direct or indirect, absolute or contingent, or originally payable to Mortgagee or any other person; and any renewals or extensions; provided, however, if the Mortgaged Property includes Mortgagee's principal dwelling or is otherwise a 1 to 4 family dwelling, the Mortgaged Property will not secure any future loan, advance, debt, obligation or liability taken or incurred principally for a personal, family or household purpose.

Mortgagor further agrees (a) to pay and discharge all taxes and assessments on the Mortgaged Property before they become delinquent; (b) to keep all the Mortgaged Property and improvements insured and under policies which are acceptable to, and for the benefit of, the Mortgagee; (c) to cure all title defects or clouds on or claims against Mortgagee's title which may arise or be discovered; (d) to keep all the Mortgaged Property in good condition and repair, and to repair or replace any damaged or destroyed Mortgaged Property; and (e) to discharge any liens, liens, attachments, or other claims which may be asserted against the Mortgaged Property. Mortgagee also agrees with respect to the Mortgaged Property to comply with all environmental laws and regulations now in force or later promulgated and to disclose to Mortgagee at all times information regarding the environmental status of the Mortgaged Property. Mortgagee grants Mortgagee the right to acquire additional environmental information regarding the Mortgaged Property. Mortgagee also grants Mortgagee or its agents a license to enter onto the Mortgaged Property and inspect it for any reason and further agrees to indemnify Mortgagee for any liability associated with the Mortgaged Property. The discovery of undisclosed environmental hazards on the Mortgaged Property may at option of Mortgagee be considered an Event of Default under this Mortgage. In the Event of the failure of the Mortgagor to fulfill the agreements of this paragraph, the Mortgagee may purchase insurance or pay taxes, assessments or other liens and appropriate sums to protect the Mortgaged Property, and shall have a lien secured by this Mortgage and assignment for the amount of those sums with interest on those amount at the maximum rate of interest on any part of the Debt secured by this Mortgage and assignment.

If the Mortgaged Property is Mortgagee's homestead and one of the Mortgagors is the spouse of another Mortgagor or the Borrower identified in the Note but is not obligated under the Note, and is only signing this Mortgage to satisfy the requirements of Title 16 Okla. Stat. § 4 (which requires a spouse to sign a mortgage on homestead property), then such Mortgagor is not obligated under the provisions of the immediately preceding paragraph and is only signing this Mortgage to convey his or her interest in the Mortgaged Property.

If Mortgagee is required to give Mortgagor notice, notice mailed or delivered at least 5 days before action is taken will be considered reasonable.

Mortgagor confers on Mortgagee or its attorney or agent the power to sell the Mortgaged Property and the interests of all persons in it in the manner provided in the Oklahoma Power of Sale Mortgage Foreclosure Act (Title 46 Okla. Stat. § 40 et seq.). On the occurrence of an Event of Default (as described in this Mortgage), Mortgagee may, at its option, accelerate payment of the Debt so that all the Debt shall be immediately due and payable and may either exercise the Power of Sale or foreclose this Mortgage in a judicial foreclosure. The following are considered "Events of Default": (a) any default in payment of the Debt or performance under the Note; (b) Mortgagee fails to perform any covenant or agreement contained in this Mortgage or in any other indebtedness, obligation or agreement of the Mortgagor to Mortgagee or to another; (c) Mortgagee sells, conveys, transfers, hypothecates, or in any other manner ceases to be the owner or in possession of all or any portion of or interest in the Mortgaged Property, except as agreed to by Mortgagee in writing or as permitted under applicable law; or (d) Mortgagee believes the prospect of payment under the Note is impaired or the Mortgaged Property is in jeopardy.

Subject to the provisions of the Oklahoma Power of Sale Mortgage Foreclosure Act, Mortgagee may accelerate payment of the Debt for the reasons stated in this Mortgage without notice to, or demand on, Mortgagor.

The Mortgagee irrevocably appoints the Mortgagee its lawful attorney in fact, with Power of Attorney in its name and stead to collect any income, rents, issues and profits arising from or accruing at any time that are due under each and all of the leases, contracts and agreements, written or verbal, now existing or existing in the future with reference to the Mortgaged Property, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagee would have. As often as any action may be taken to foreclose this Mortgage or to exercise rights under the Power of Sale Mortgage Foreclosure Act, the Mortgagee agrees to pay an attorney's fee to the Mortgagee equal to the greater of a sum of not less than 15 % of the amount due or the incurred attorney's fee, in addition to other sums due, which shall be secured by this Mortgage.

If there is a foreclosure of this Mortgage other than by Power of Sale, Mortgagor waives appraisal of the Mortgaged Property, unless Mortgagee seeks an appraisal. Appraisal shall lie at the sole option of the Mortgagee, to be declared when the petition to foreclose is filed or when judgment is taken.

Mortgagor understands and agrees that on Mortgagor's default, a court may grant specific performance of Mortgagor's agreements in this Mortgage, and Mortgagee will have the right to take possession of the Mortgaged Property by appointing a receiver in accordance with Title 12 Okla. Stat. § 1551.2 (c) which authorizes appointment when a condition of a mortgage has not been performed and the mortgage provides for appointment of a receiver. The court may also appoint a receiver upon other grounds as specified in Title 12 Okla. Stat. § 1551.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.

1-2018-003435 Book 3226 Pg: 125

06/25/2018 2:43 pm Pg 0125-0126

Fee: \$ 15.00 Doc: \$ 0.00

Tammy Brown - Pontotoc County Clerk

State of Oklahoma

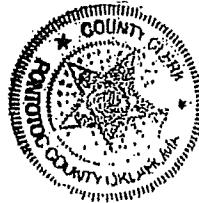
EXHIBIT 2

EXHIBIT

2

Signed and Delivered on this Date: Date: 6/21/2018		Nathan O. Beauchamp, Managing Member of Ada Outdoors, LLC	
STATE OF OKLAHOMA } ss. 21 day of June, 2018 COUNTY OF Pontotoc } The foregoing instrument was acknowledged before me on this Nathan O. Beauchamp, Managing Member of Ada Outdoors, LLC by My Commission Expires: [Signature] NOTARY PUBLIC			

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1-2018-003435 Book 3226 Pg: 126
 06/25/2018 2:43 pm Pg 0125-0126
 Fee: \$ 15.00 Doc: \$ 0.00
 Tammy Brown - Pontotoc County Clerk
 State of Oklahoma

LIMITED LIABILITY COMPANY GUARANTY and PLEDGING RESOLUTION

Debtor Name (s) Ada Outdoors, LLC Nathan O. Beauchamp	Limited Liability Company Name Citizen Potawatomi Community Development Corporation 130 E. MacArthur, Suite 208 Shawnee, OK 74804	Financial Institution Citizen Potawatomi Community Development Corporation 130 E. MacArthur, Suite 208 Shawnee, OK 74804
State of Organization: Oklahoma		

THE UNDERSIGNED CERTIFIES to the above-named Financial Institution as of the date set forth below that: (1) I am a duly appointed and qualified Manager of the above-named limited liability company (the "Company") and the keeper of the Company records; (2) the following is a true and correct copy of Resolutions duly adopted by all of the Members of the Company either at a meeting at which a quorum was present or by unanimous consent of the Members as evidenced by a memorandum of action duly signed by all Members of the Company; (3) there is no provision in the Company's Articles of Organization or Operating Agreement limiting the power of the Members to adopt the following Resolutions which conform with the provisions of the Articles and Operating Agreement; and (4) the Resolutions which are quoted below are now in full force and effect:

"RESOLVED that any One (1) of the Managers of this Company be, and are by these Resolutions authorized, on behalf of this Company:

1. To unconditionally, absolutely and continuously guarantee to the following named Financial Institution, hereinafter called Financial Institution:
Citizen Potawatomi Community Development Corporation

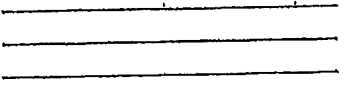
that the following named Debtor, hereinafter called Debtor: Ada Outdoors, LLC

will fully and promptly pay and discharge all indebtedness for which the Debtor now owes or may at any later time become obligated to the Financial Institution, either as principal, guarantor, endorser, or in any other capacity, and whether created by direct dealing with the Financial Institution or otherwise, and regardless of the nature or form of such indebtedness, including without limitation, judgments, promissory notes, open accounts or any other form of indebtedness (collectively, the "Indebtedness").

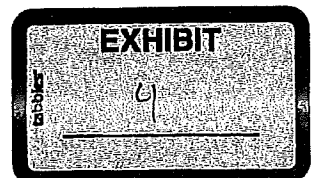
2. To pledge and grant a security interest in any and all assets of the Company as collateral for the Indebtedness and/or the Company's guaranty of the Indebtedness.
3. To accept and deliver such security agreements, assignments, guarantees, financing statements, lien entry forms and any other documents and agreements, and to do and perform such other acts as may be necessary and required in order to carry into effect the terms, provisions and conditions of, and to consummate the transactions contemplated by, these Resolutions.
4. To provide that any guaranty of the Indebtedness, pledge of and/or security interest in the assets of the Company to the Financial Institution be unlimited, except as follows: n/a

"FURTHER RESOLVED, that the Members of the Company have determined that the actions authorized in these Resolutions are in the best interest of the Company and will be to its benefit, and that the execution of any document, instrument or agreement required in furtherance of these Resolutions is authorized by the Company's Articles of Organization or Operating Agreement."

"FURTHER RESOLVED, that these Resolutions and authorities shall continue in full force and effect until revoked or modified by resolution of the Members and until official notice in writing of such change shall be given to, and received and acknowledged by, the Financial Institution, and that all previous acts of and all documents and papers previously executed and/or delivered by any of the Managers of the Company in exercising any of the powers of managers described in these Resolutions are ratified, adopted, confirmed and approved."

Name Nathan O. Beauchamp	Title Managing Member	Signature 
Signature of Manager		
Witness my hand on this <u>21</u> day of <u>June</u> , 2018		
Being one of the Managers of the Company (other than the signing Manager), I confirm the above certificate as of the date set forth above.		

© 2005 Citizen Potawatomi Community Development Corporation



UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Felecia Freeman 405-878-4697
B. E-MAIL CONTACT AT FILER (optional) ffreeman@cpdc.org
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; margin: 5px;"> Citizen Potawatomi Community Development Corp. 1545 Gordon Cooper Drive Shawnee, Oklahoma 74801 </div>



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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
David B. Hontela

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Filing Fee \$10.00

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UC1



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Shawnee Outdoors, LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
		Shawnee	
1c. MAILING ADDRESS 40960 Hardesty Road		CITY Shawnee	STATE OK
		POSTAL CODE 74801	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
	Beauchamp	Nathan	O.
2c. MAILING ADDRESS 35766 Braums Rd		CITY Wanette	STATE OK
		POSTAL CODE 74820	COUNTRY USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Citizen Potawatomi Community Development Corporation			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
		Shawnee	
3c. MAILING ADDRESS 1545 Gordon Cooper Drive		CITY Shawnee	STATE OK
		POSTAL CODE 74804	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

PURCHASE MONEY INTEREST CLAIMED. Including but not limited to all business assets to include all inventory, furniture, fixtures, equipment of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories, and accessions thereto and thereof and all proceeds thereof, (whether in the form of cash, instruments, chattel paper, general intangibles, accounts or otherwise) including an assignment of monthly payments from CPN PD.

5. Check only if applicable and check only one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check only if applicable and check only one box: <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured Home Transaction <input type="checkbox"/> A Debtor is a Transmuting Utility	6b. Check only if applicable and check only one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCO Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Borrower <input type="checkbox"/> Licensee/Licensee	
8. OPTIONAL FILER REFERENCE DATA:	



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TDS DHP

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10/30/2023 11:49:06 AM Pgs: 1
Fee: \$ 10.00
Maressa Treat, County Clerk
Oklahoma County - State of Oklahoma



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Felecia Freeman/405-878-4697
B. E-MAIL CONTACT AT FILER (optional) ffreeman@cpcdc.org
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <input type="checkbox"/> Citizen Potawatomi Community Development Corporation 1545 S. Gordon Cooper Drive Shawnee, OK 74801

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20180917020959120

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
For: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 9
For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 8

4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record☐ CHANGE name and/or address: Complete Item 6a or 6b; and Item 7a or 7b and Item 7c☐ ADD name: Complete Item 7a or 7b, and Item 7c☐ DELETE name: Give record name to be deleted in Item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME Ada Outdoors, LLC			
OR 6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR 7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY USA
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8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Citizen Potawatomi Community Development Corporation			
OR 9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

EXHIBIT 2



Cross-Default; Cross-Collateralization

Pledgor hereby acknowledges and agrees that (a) each other Loan Document and agreement between Pledgor and Secured Party is hereby amended, to the extent necessary, to provide that a Default or an Event of Default under this Agreement is a default or event of default, respectively, under each such Loan Document or agreement, and a default or event of default under any Loan Document or agreement between Pledgor and Secured Party is a Default or an Event of Default, respectively, under this Agreement, and (b) the Pledged Collateral secures the final and indefeasible payment to Secured Party in cash and performance of the Pledgor Obligations in full, whether now or hereafter outstanding under all other Loan Documents and agreements between Pledgor and Secured Party, and (c) that the Collateral and any other Property of any other Person pledged to Secured Party in connection with the transactions contemplated by this Agreement under any other Loan Document or agreement with Secured Party secures the final and indefeasible payment to Secured Party in cash and performance of the Pledgor Obligations in full.

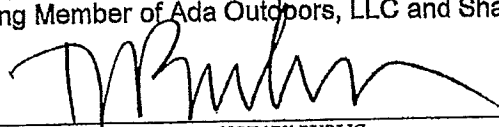
Collateral being pledged hereunder is located in Pontotoc County and is more fully described in "Legal Description," attached hereto and made a part hereof.

Dated this 14th Day of January, 2019

Pledgor:
Ada Outdoors, LLC
Shawnee Outdoors
Nathan Beauchamp, Individually

By: Nathan Beauchamp, Owner/Manager

RETURN TO: CPCDC
1545 Gordon Cooper Dr
Shawnee, OK 74801

STATE OF OKLAHOMA		} ss.
COUNTY OF Pottowatomie		
The foregoing instrument was acknowledged before me on this <u>14th</u> day of <u>January</u> 2019 by		
Nathan O. Beauchamp, Individually and as Managing Member of Ada Outdoors, LLC and Shawnee Outdoors, LLC		
My Commission Expires:	 NOTARY PUBLIC	

ADDITIONAL LAND RECORDS AT
OKLAHOMA COUNTY RECORDS

2019-000269 Book 3274 Pg 62
01/17/2019 12:45 pm Pg 0062,0063
Fee: \$ 15.00 Doc: \$ 10.00
Tammy Brown - Pontotoc County Clerk
State of Oklahoma

EXHIBIT 2



69

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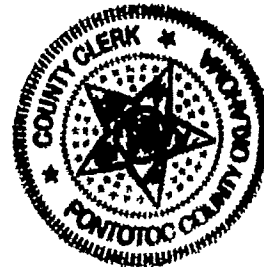
Attachment

Legal Description

A part of the SW/4 of Section 5, Township 3 North, Range 6 East of the Indian Base and Meridian, Pontotoc County, Oklahoma, described as follows:
Commencing at the Southeast Corner of the SW/4 of SE/4 of SW/4 of said Section 5; thence S 89°16'21" W along the South line thereof a distance of 376.56 feet to the point of beginning; thence continuing S 89°16'21" W along said South line a distance of 276.06 feet to a point on the East right-of-way line of State Highway 1; thence N 00°22'51" E along and with said East right-of-way line a distance of 239.82 feet; thence continuing along and with said East right-of-way line on a curve to the left, said curve having a radius of 2034.86 feet which a chord bearing N 02°27'47" W and a chord length of 201.97 feet, an arc distance of 202.05 feet; thence N 89°16'54" E a distance of 280.56 feet; thence S 00°20'06" E a distance of 441.62 feet to the point of beginning.

End of Legal Description

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1-2019-000269 Book 3274 Pg: 63
01/17/2019 12:45 pm Pg 0062-0063
Fee: \$15.00 Doc: \$0.00
Tammie Adair Pontotoc County Clerk
Tammie Adair State of Oklahoma

VIEW ADDITIONAL LAND RECORDS AT
OKCOUNTYRECORDS.COM

EXHIBIT 2

PROMISSORY NOTE - Fixed / Variable Rate - Commercial					DATE OF NOTE 5/28/2019	
DEBTOR'S NAME(S) Shawnee Outdoors, LLC Nathan O. Beauchamp			LENDER'S NAME AND ADDRESS Citizen Potawatomi Community Development Corporation 1545 Gordon Cooper Drive Shawnee, OK 74801			
DEBTOR'S ADDRESS 40960 Hardesty Road Shawnee, OK 74801						
NOTE NUMBER 8366	FIXED INTEREST RATE PER ANNUM 7.75%	MATURITY DATE 6/1/2022	PRINCIPAL AMOUNT \$102,020.00	SOCIAL SECURITY/TIN NUMBER: [REDACTED]	<input type="checkbox"/> 360 DAY <input checked="" type="checkbox"/> 365 DAY	
<input checked="" type="checkbox"/> NEW LOAN <input type="checkbox"/> RENEWAL OF LOAN NUMBER(S) <input checked="" type="checkbox"/> FULLY ADVANCED <input type="checkbox"/> MULTIPLE ADVANCES <input type="checkbox"/> REVOLVING CREDIT				PURPOSE OF LOAN repair of equipment in the gun range		
COLLATERAL DESCRIPTION All business assets to include all inventory, furniture, fixtures, equipment; now owned or to be acquired by the business and assignment of CPN PD monthly payments.						
PAYMENT TERMS Principal and interest are due and payable in 35 equal installment payments consisting of principal and interest, in the amount of \$3,185.18 each, commencing on July 1, 2019 and continuing monthly thereafter, and one (1) final payment all remaining principal and interest due and payable on June 1, 2022.						

Notwithstanding any provision to the contrary, the law of Citizen Potawatomi Nation will govern the construction and enforcement of this agreement. All parties understand and agree that Citizen Potawatomi Nation Tribal Court has jurisdiction to resolve any dispute under this agreement and the parties do hereby submit to the personal jurisdiction of, and waive any objection to venue in, the Citizen Potawatomi Nation Tribal Court for the resolution of any dispute arising out of this agreement.

PROMISE TO PAY. For value received, the undersigned Debtor, whether one or more, and jointly and severally if more than one, agrees to the terms of this Note and promises to pay to the order of the Lender named above at its place of business as indicated in this Note or at such other places as may be designated in writing by Lender, the Principal Amount of this Note together with interest on the unpaid Principal Amount until maturity at the per annum interest rate or rates stated above and according to the Payment Terms stated in this Note. Interest on this Note is calculated on the actual number of days elapsed on a basis of a 360 or 365 day year, as indicated above. For purposes of computing interest and determining the date principal and interest payments are received, all payments will be deemed made only when received in collected funds. Payments are applied first to accrued and unpaid interest and other charges, and then to unpaid Principal Amount. In this Note, "Debtor" includes any party liable under this Note, including endorsers, co-makers, guarantors and otherwise, and "Lender" includes all subsequent holders.

VARIABLE RATE. If this is a Variable Rate transaction as indicated above, the interest rate shall vary from time to time with changes (whether increases or decreases) in the Rate shown above. The interest rate on this Note will be the Index Rate plus a Margin, if any, as indicated above. Each change will become effective on the same date the Index Rate changes unless a different effective date is indicated above. If the Index Rate is Lender's base or prime rate, it is determined by Lender in its sole discretion, primarily on a basis of its cost of funds, is not necessarily the lowest rate Lender is charging its customers, and is not necessarily a published rate.

LATE PAYMENTS. When permitted by law, any principal and/or interest amount not paid within 5 calendar days after will be assessed 5.000% of the amount past due, as a late charge fee. In addition, any principal and/or interest not paid by the maturity date of this Note shall thereafter bear interest at the applicable rate stated in this Note. In no event shall the interest rate and related charges either before or after maturity be greater than permitted by law.

ALL PARTIES PRINCIPAL. All Debtors shall each be regarded as a principal and each Debtor agrees that any Debtor, with Lender's approval and without notice to any other Debtor, may from time to time renew this Note or consent to one or more extensions or deferrals of the Maturity Date for any term(s) or to any other modification(s), and all Debtors shall be liable in same manner as on the original Note.

ADVANCES AND PAYMENTS. If the Fully Advanced box is checked, then the Debtor acknowledges that the entire Principal Amount has been advanced to the Debtor or for Debtor's account or benefit. If the Multiple Advances box is checked, then the Debtor understands that the Lender will disburse the proceeds of this Note in increments, up to the Principal Amount, but that even if the Debtor prepaies, the Debtor has no right to reborrow any amounts disbursed. The balance that the Debtor owes under this Note is the aggregate of all such disbursements, less any payments of principal made on this Note. Interest will accrue only on the actual amount of principal disbursed and outstanding from time to time. If the Revolving Credit box is checked, then the Debtor understands that the Lender will disburse the proceeds of this Note in increments up to the Principal Amount and that the remaining terms of this paragraph shall apply to this Note. The balance that the Debtor owes under this Note is the aggregate of all such disbursements, less any payments of principal made on this Note. Interest will accrue only on the actual amount of principal disbursed and outstanding from time to time. If the Revolving Credit box is checked, then the Debtor understands that the Lender will disburse the proceeds of this Note in increments up to the Principal Amount and that the remaining terms of this paragraph shall apply to this Note. The balance that the Debtor owes under this Note is the aggregate of all such disbursements, less any payments of principal made on this Note. The Debtor understands that the maximum amount of all such advances outstanding at any one time cannot exceed the Principal Amount, but that the Debtor may repay and reborrow up to the Principal Amount during the term of this Note. If the aggregate outstanding amount advanced under this Note ever exceeds the Principal Amount, then the Debtor will repay the excess upon demand, plus interest on the excess. There may be times when no principal is outstanding on this Note, but this Note and any collateral securing this Note remain valid and effective as to future advances under this Note. Any loans or advances the Lender makes to the Debtor or for the Debtor's account or benefit are presumed to be made under the terms of this Note. The Lender may make advances under this Note at the oral or written request of any person designated or authorized by the Debtor until the Debtor revokes such designation or authorization in writing received by the Lender, provided that the Lender has the right, but is not obligated, to require written authorization from the Debtor prior to honoring any oral request. Interest will accrue only on the actual amount of principal disbursed and outstanding from time to time.

PREPAYMENT. Debtor shall have the right to prepay all or any part of the principal due under this Note at any time, subject to the following conditions: (a) all interest must be paid through the date of any prepayment; (b) if this Note provides for monthly or other periodic payments, there will be no changes in the due dates or amounts following any partial prepayments unless Lender agrees to such changes in writing; (c) upon prepayment, in whole or in part, Lender may charge and Debtor agrees to pay a fee or premium calculated as follows (this fee/premium provision will not apply if prohibited by applicable law):

COLLATERAL. This Note and all other obligations of Debtor to Lender, including renewals and extensions, are secured by all collateral securing this Note and by all other security interests and mortgages previously or later granted to Lender and by all money, deposits and other property owned by any Debtor and in Lender's possession or control.

ACCELERATION. At option of Lender, the unpaid balance of this Note and all other obligations of Debtor to Lender, whether direct or indirect, absolute or contingent, now existing or later arising, shall become immediately due and payable without notice or demand, upon or after the occurrence or existence of any of the following events or conditions: (a) Any payment required by this Note or by any other note or obligation of Debtor to Lender or to others is not made when due, or any event or condition occurs or exists which results in acceleration of the maturity of any Debtor's obligation to Lender or to others under any promissory note, agreement or undertaking; (b) Debtor defaults in performing any covenant, obligation, warranty or provision contained in any loan agreement or in any instrument or document securing or relating to this Note or any other note or obligation of Debtor to Lender or to others; (c) any warranty, representation, financial information or statement made or furnished to Lender by or on behalf of Debtor proves to have been false in any material respect when made or furnished; (d) any levy, seizure, garnishment or attachment is made against any asset of any Debtor; (e) Lender determines, at any time and in Lender's sole discretion, that the prospect of payment of this Note is impaired; (f) whenever, Lender's sole judgment, the collateral for the debt evidenced by this Note becomes unsatisfactory or insufficient either in character or value and, upon request, Debtor fails to provide additional collateral as required by Lender; (g) all or any part of the collateral for the debt evidenced by this Note lost, stolen, substantially damaged or destroyed; (h) death, incompetency, insolvency, dissolution, or change in ownership or senior management, or termination of existence of any Debtor; or (i) a receiver is appointed over all or part of any Debtor's property, or any Debtor makes an assignment for the benefit of creditors, files for relief under any bankruptcy or insolvency laws, or becomes subject to all involuntary proceedings under such laws.

RIGHT OF OFFSET. Except as otherwise restricted by law, any indebtedness due from Lender to Debtor, including, without limitation, any deposits or credit balances due from Lender, is pledged to secure payment of this Note and any other obligation to Lender of Debtor, and may at any time while the whole or any part of such obligation(s) remain(s) unpaid, either before or after maturity of this Note, be set off, appropriated, held or applied toward the payment of this Note, be set off, appropriated, held or applied toward the payment of this Note or any other obligation to Lender by any Debtor.

ADDITIONAL PROVISIONS. (1) Limitations on Suit - Liability for damages which the Citizen Potawatomi Community Development Corporation may be found responsible must arise solely pursuant to this Agreement and shall be strictly limited to only the principal amount of the loan, the Corporation's equity interest in the Debtor's enterprise, or the Corporation's security interest in Obligor's property (whichever is greater), and such recovery, if any, shall be exclusively limited to only the assets of the Corporation. (2) Debtor agrees, if requested, to furnish to Lender copies of income tax returns as well as balance sheets and income statements for each fiscal year following Date of Note and at more frequent disburse the proceeds of this Note in increments up to the Principal Amount and intervals as Lender may require. (3) No waiver by Lender of any payment or other right under this Note or any related agreement or documentation shall operate as a waiver of any other payment or right. All Debtors waive presentment, notice of acceleration, notice of dishonor and protest and consent to substitutions, releases and failure to perfect as to collateral and to additions or releases of any Debtor. (4) This Note and the obligations evidenced by it are to be construed and governed by the laws of the state indicated in Lender's address shown in this Note. (5) All Debtors, agree to pay costs of collection including, as allowed by law, an attorney's fee equal to a minimum of 15% of all sums due upon default or such other maximum fee as allowed by law. (6) All parties signing below acknowledge receiving a completed copy of this Note and related documents, which contain the complete and entire agreement between Lender and any party liable for payment under this Note. No variation, condition, modification, change, amendment, extension or renewal (collectively referred to as a "Revision") of this Note or related documents shall be binding unless in writing and signed by Lender and Debtor. If there is more than one Debtor, any Debtor may agree to a Revision of this Note and/or related documents, and all Debtors agree to be bound by such Revision. No legal relationship is created by the execution of this Note and related documents except that of debtor and creditor or as stated in writing.

DEBTOR'S SIGNATURE(S)	
 Nathan O. Beauchamp, individual	 Nathan O. Beauchamp, Member of Shawnee Outdoors, LLC

GUARANTY AGREEMENT

DATE OF AGREEMENT
05/28/2019

DEBTOR NAME(S)	LENDER NAME AND ADDRESS
Shawnee Outdoors, LLC Nathan O. Beauchamp	Citizen Potawatomi Community Development Corporation
DEBTOR ADDRESS	
40960 Hardesty Road Shawnee, OK 74801	

- A. To induce the Lender to extend credit to the Debtor and for other good and valuable consideration, the receipt of which is acknowledged, and for the purpose of enabling the Debtor to obtain or renew loans, credit or other financial accommodation from the Lender named above, each of the undersigned as a primary obligor, jointly and severally and unconditionally: (1) guarantees to the Lender that Debtor will fully and promptly pay or otherwise discharge all indebtedness and other obligations (indebtedness) upon which Debtor now is or may later, from time to time, become obligated to Lender as principal, guarantor, endorser, or in any other capacity, and whether joint or several liability or liability created by direct dealing with Lender or through transfer from others, and regardless of the nature and form of indebtedness and whether due or not due; (2) agrees, without the Lender first having to proceed against Debtor or rely on any security, to pay on demand all sums due and to become due to Lender from Debtor and all losses, costs, attorney fees or expenses which may be suffered or incurred by Lender by reason of Debtor's default or the default of the undersigned; (3) except as specifically waived, agrees to be bound by and on demand to pay any deficiency or difference between all indebtedness of the Debtor and the proceeds of any private or public sale (including a sheriff's sale) of the security held by Lender, with or without notice to the undersigned; (4) agrees that liability under this Agreement will not be affected or impaired by any failure, neglect or omission, including a failure or delay to perfect or maintain perfection of a security interest, either in relation to the collection of the indebtedness or the protection of the security given, and regardless of whether the Lender fails or omits to seek or is precluded from seeking a judgment against Debtor; and (5) further agrees that the liability of the undersigned shall not be affected by any lack of validity or enforceability due to defense, claim, discharge or otherwise of any indebtedness guaranteed by this Agreement or of the security of the indebtedness.
- B. Lender may at any time and from time to time without the further consent of or notice to the undersigned, without incurring responsibility to the undersigned and without impairing or releasing the obligations of the undersigned, and upon any terms and conditions the Lender may elect: (1) change the manner, place or terms of payment or extend the time of payment of any indebtedness of Debtor to Lender; (2) renew, increase or alter any indebtedness of Debtor to Lender; (3) raise or lower the interest rate or rates charged Debtor; (4) sell, exchange, release, surrender, realize upon or otherwise deal or not deal with in any manner and in any order any property at any time pledged to Debtor to Lender; (5) secure or resecure the indebtedness of Debtor to Lender or any liabilities incurred directly or indirectly under this Agreement, or any other indebtedness or liabilities; (6) exercise or refrain from exercising any rights against Debtor or others, or otherwise act or refrain from acting; (7) settle or compromise any indebtedness guaranteed or incurred; (8) subordinate the payment of all or part of any indebtedness of Debtor to Lender to the payment of any liabilities which may be due Lender or others; (9) apply any sums paid by or for account of Debtor to any indebtedness of Debtor to Lender regardless of what indebtedness or liability of Debtor to Lender remains unpaid and regardless of to which indebtedness such sums were intended to be applied; (10) release any one or more of the undersigned, any other guarantor or any other party liable upon or for any indebtedness or other obligations guaranteed, and such release will not affect the liability under this Agreement of any of the undersigned or any other party not so released; (11) add or release the primary or secondary liability of principals, guarantors or other parties; and/or (12) obtain additional collateral security.
- C. The undersigned waives: (1) any and all acceptance of this Guaranty Agreement; (2) notice of the creation of any indebtedness; (3) any prepayment, demand for payment, notice of default or non-payment, notice of acceleration, notice of disposition of security, notice of dishonor or protest to or upon any party and all other notices whatsoever whether required or permitted by this Guaranty Agreement, any other agreement, course of dealing, usage of trade, course of performance and, to the extent allowed, the law; (4) any exercise of any remedy which the Lender now has or later acquires against the Debtor or any other party; (5) any impairment of collateral, including, but not limited to, the failure to perfect, or maintain perfection of, a security interest in collateral; and (6) any event, or any act or omission of the Lender (except set or omission in bad faith) which materially increases the scope of the undersigned's risk as guarantor, including the manner of administration of the loan and changes in the form or manner in which any party does business or in their financial condition and any notice of any such change.
- D. This Guaranty Agreement shall be absolute, unconditional and continuing guaranty of payment and not of collection and shall be binding upon the undersigned, heirs or successors of the undersigned, and the estate or estates of the undersigned; (1) regardless of the death or cessation of existence of any of the undersigned or of any guarantor or any other party liable upon any indebtedness or other obligation hereby guaranteed; (2) irrespective of any defenses, claim or discharge available to the Debtor under law or under any agreement with the Lender; and (3) irrespective of any failure or delay by the Lender to perfect or keep perfected any lien or security interest in any collateral. This Guaranty Agreement is an independent obligation which is separately enforceable from the obligation of the Debtor.
- E. All rights of the Lender are cumulative and not alternative to other rights. Suit may be brought against the undersigned or other parties liable, jointly and severally, and against any one or more of them, and against all or less than all, without impairing the rights of the Lender, its successors or assigns, against others of the undersigned, or any guarantor or any other party liable upon any indebtedness or other obligation hereby guaranteed; (2) irrespective of any release such of the undersigned or other parties from all further liability to the Lender for such indebtedness without impairing the right of the Lender to demand and collect the balance of such indebtedness from others of the undersigned not so released.
- F. The Lender may assign this Agreement or any of its rights and powers under it, with all or any part of the indebtedness guaranteed, and may assign to any such assignee any of the security for the indebtedness. In the event of such assignment, the assignee shall have the same rights and remedies as if originally named in this Agreement in place of Lender, and the Lender shall thereafter be fully discharged from all responsibility with respect to any such indebtedness so assigned.
- G. Unless expressly limited by specific writing as set forth in this Guaranty Agreement, it is understood to be unlimited in amount. If limited, it is understood the limit means a fixed amount or percentage of any indebtedness remaining after application of the actual proceeds of the disposition of any security to any unguaranteed portion of the indebtedness.
- H. Until the indebtedness of the Debtor has been paid in full, the undersigned agrees to provide to the Lender from time to time upon demand such financial statements, copies of tax returns, and other information as to the undersigned as the Lender may reasonably require.
- I. Any deposits or other sums credited by or due from the Lender to the undersigned may be set off against any and all liabilities of the undersigned to the Lender arising under the terms of this Guaranty Agreement. The rights granted by this paragraph shall be in addition to the rights of the Lender under any statutory banker's lien or common law right of offset.
- J. Until the obligations of the Debtor have been paid in full the undersigned specifically waives all rights of subrogation to the rights of the Lender, any claim to any security or its value to which the Lender has recourse, and all rights of reimbursement or contribution from other parties, whether principals or sureties, accommodation parties or guarantors.
- K. The undersigned may, only by written notice given to and received by Lender, withdraw only from liability for additional indebtedness of Debtor accepted by or incurred to Lender after the time of receipt of such notice by Lender. The liability and other obligations of the undersigned shall not be otherwise affected but shall continue until all indebtedness, including loan commitments, existing at the time of the receipt of such notice, and renewals or extensions of indebtedness to which the undersigned consents, is fully paid. After any such revocation, Lender may exercise any rights granted in this Agreement without releasing the undersigned from liability.
- L. Notwithstanding the provisions of any note or obligation to which this Guaranty Agreement applies, it is the intention of the parties, and it is here provided, that a Guarantor shall not be liable for interest charges in excess of the maximum amount permitted under the law applicable to this Guaranty Agreement.
- M. The undersigned specifically waives any right to setoff under 12 U.S.C. sec. 616, 15 U.S.C. sec. 341, or any like statute, and agrees that the Lender may apply the actual proceeds from the disposition of any security first to any unguaranteed portion of the indebtedness. Any party to this Guaranty Agreement has right to waive trial by jury and waives all objections to venue in any action instituted by the Lender arising out of this Guaranty Agreement.
- N. The undersigned waives, as of the date of this Guaranty Agreement, any claim, as that term is defined in the Federal Bankruptcy Code, which the undersigned might have or acquire against the Debtor arising from the existence or performance of the undersigned's obligations under this Guaranty Agreement, and to that extent that the undersigned is not a creditor of the Debtor. In addition to the waiver of the status of creditor, it is agreed that the indebtedness guaranteed under this Guaranty Agreement constitutes all portions of the indebtedness paid by the Debtor during the period of one year prior to the filing of any bankruptcy, reorganization or insolvency proceedings by or against the Debtor. If any payment made by the Debtor to the Lender is determined to be avoidable under applicable state law or the Federal Bankruptcy Code, to that extent, if demanded by the Lender, this Guaranty Agreement is deemed to be reinstated to include the amount within the indebtedness under this Guaranty Agreement.
- O. The undersigned, by signing below, acknowledges having read this Guaranty Agreement, having reviewed it to the extent desired with their legal counsel, and receiving a copy of it and also receiving an explanation of any questions. The undersigned also have read any copy of notice provided by Lender. The undersigned understand that the undersigned may have to pay any indebtedness or obligation covered by this Guaranty Agreement in the event the Debtor fails or refuses to do so. The undersigned also represent that they are aware of the financial condition of Debtor and acknowledge a responsibility to maintain a close watch on that financial condition as long as this Guaranty Agreement is outstanding and that they are not relying on the Lender to provide information on the Debtor's financial condition, now or in the future.
- P. This Guaranty and the obligations evidenced in it are to be construed and governed by the laws of the state indicated in the address of Lender shown above.
- Q. This Guaranty Agreement constitutes the entire agreement between the parties with respect to the obligations of the undersigned and the rights of the Lender under this Guaranty Agreement. This Guaranty Agreement cannot be amended except by an agreement in writing signed by both the undersigned and the Lender. No condition as to the effectiveness or enforcement of this Guaranty Agreement exists except as stated in this Guaranty Agreement. Regardless of any other provision of this Guaranty Agreement to the contrary, and unless otherwise specifically released or modified by this Guaranty Agreement, all other obligations of the undersigned to Lender evidenced by a note, loan agreement, guaranty or any other written agreement remain in force and effect.
- R. Limitations on Suit - Liability for damages which the Citizen Potawatomi Community Development Corporation may be found responsible must arise solely pursuant to this Agreement and shall be strictly limited to only the principal amount of the loan, the Corporation's equity interest in the Debtor's enterprise, or the Corporation's security interest in Obligor's property (whichever is greater), and such recovery, if any, shall be exclusively limited to only the assets of the Corporation.
- S. Notwithstanding any provision to the contrary, the law of Citizen Potawatomi Nation will govern the construction and enforcement of this agreement. All parties understand and agree that Citizen Potawatomi Nation Tribal Court has jurisdiction to resolve any dispute under this agreement and the parties do hereby submit to the personal jurisdiction of, and waive any objection to venue in, the Citizen Potawatomi Nation Tribal Court for the resolution of any dispute arising out of this agreement.

GUARANTOR SIGNATURE(S)

Nathan O. Beauchamp

Robert L. Crothers, Commercial Loan
Officer

Nathan O. Beauchamp, Member

Nathan O. Beauchamp, Member

© 2005 Citizen Potawatomi Community Development Corporation

EXHIBIT

SECURITY AGREEMENTDATE OF NOTE
May 28, 2019

DEBTOR'S NAME(S)	SECURED PARTY'S NAME AND ADDRESS
Shawnee Outdoors, LLC Nathan O. Beauchamp	Citizen Potawatomi Community Development Corporation
DEBTOR'S ADDRESS	
40960 Hardesty Road Shawnee, OK 74801	

I. **GRANT OF SECURITY INTEREST.** For value received, the undersigned (referred to as "Debtor" whether one or more) grants to Secured Party named above a security interest in the Collateral described below to secure the payment of the "Indebtedness" (as defined below) and performance of all Debtor's obligations and agreements in this Agreement or other documents evidencing the Indebtedness. For purposes of this Agreement, any term used in the Uniform Commercial Code, as adopted and revised from time to time in the State of Oklahoma and/or Citizen Potawatomi Nation ("UCC"), and not defined in this Agreement has the meaning given to the term in the UCC. Debtor's location (if other than the address reflected above) is in the state of OK.

II. **DESCRIPTION OF COLLATERAL.** The "Collateral" shall include:
PURCHASE MONEY INTEREST CLAIMED. Including but not limited to all business assets to include all inventory, furniture, fixtures, equipment of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories, and accessories thereto and thereof and all proceeds thereof, (whether in the form of cash, instruments, chattel paper, general intangibles, accounts or otherwise) including an assignment of monthly payments from CPN PD.

The term "Collateral" also includes to the extent not listed above as original collateral:

- (1) **After-Acquired Property.** After-acquired property; provided, however, the security interest will not attach to (a) consumer goods, other than an accession when given as additional security, unless the Debtor acquires rights in them within 10 days after the Secured Party gives value; or (b) a commercial tort claim.
- (2) **Proceeds.** Proceeds, products, additions, substitutions and accessions of the Collateral.
- (3) **Deposits.** Unless prohibited by law, any property (excluding Individual Retirement Accounts and other qualified retirement accounts), tangible or intangible, in possession of Secured Party at any time during the term of this Agreement, or any indebtedness due from Secured Party to Debtor and any deposit or credit balances due from Secured Party to Debtor, and Secured Party may at any time while the whole or any part of the indebtedness remains unpaid, whether before or after maturity thereof, be appropriated, held or applied toward payment of the indebtedness or any obligation of Debtor to Secured Party.

III. **SECURED INDEBTEDNESS.** The security interest granted under this Agreement secures the following (referred to as the "Indebtedness"): (1) the performance of all of the agreements, obligations, covenants and warranties of Debtor as set forth in this Agreement or any other agreement between Debtor and Secured Party; (2) all liabilities of Debtor to Secured Party of every kind and description, including (a) all promissory notes given from Debtor to Secured Party, (b) all future advances from Secured Party to Debtor, whether in the form of a loan for a similar or different purpose than any other loan to Debtor, (c) Debtor's overdrafts, whether business or personal, (d) direct or indirect liabilities, (e) liabilities due or to become due and whether absolute or contingent, and (f) liabilities now existing or hereafter arising and however evidenced; (3) all extensions, renewals and deferrals of liabilities of Debtor to Secured Party for any term or terms, to which the undersigned hereby consents; (4) all interest and other finance charges due or to become due on the liabilities of Debtor to Secured Party; (5) all expenditures by Secured Party involving the performance or enforcement of Debtor's obligations, agreements, covenants and warranties under this Agreement or any other agreement between Debtor and Secured Party; and (6) All costs, attorneys' fees and other expenditures of Secured Party in the collection and enforcement of any obligation or liability of Debtor to Secured Party and in the collection and enforcement, sale or other liquidation of any of the Collateral.

IV. **GENERAL PROVISIONS.**

1. **GOVERNING LAW.** Notwithstanding any provision to the contrary, the law of Citizen Potawatomi Nation will govern the construction and enforcement of this agreement. All parties understand and agree that Citizen Potawatomi Nation Tribal Court has jurisdiction to resolve any dispute under this agreement and the parties do hereby submit to the personal jurisdiction of, and waive any objection to venue in, the Citizen Potawatomi Nation Tribal Court for the resolution of any dispute arising out of this agreement.
2. **WAIVERS.** No act, delay or omission, including Secured Party's written express waiver of a remedy after any default under this Agreement, shall constitute a waiver of any of Secured Party's rights and remedies not expressly waived in writing under this Agreement or any other agreement between the parties. All of Secured Party's rights and remedies are cumulative and may be exercised singly or concurrently. The waiver or exercise of any one or more rights or remedies will not be a waiver or a bar to the exercise of any other rights or remedies upon any subsequent default. No waiver, change, modification or discharge of any of Secured Party's rights or remedies or Debtor's duties as specified or allowed by this Agreement will be effective unless in writing and signed by a duly authorized officer of Secured Party. Acceptance of any partial or late payment shall not constitute a waiver of any requirement of this Agreement or impose any additional notification duties upon Secured Party. Debtor and all other signers, including guarantors, waive presentment, notice of dishonor and protest, notice of default, notice of intention to accelerate and notices of acceleration and consent to any and all extensions of time for any term or terms regarding payment due, partial payments, or renewals before or after maturity. Debtor and all other signers, including guarantors, further consent to substitution, impairment, release or nonperfection with regard to the Collateral, and the addition or release of or agreement not to sue any party or guarantor.
3. **AGREEMENT BINDING ON ASSIGNS.** This Agreement inures to the benefit of Secured Party's successors and assigns, and is binding upon Debtor's heirs, executors, administrators, representatives, successors and permitted assigns (and all persons who become bound as a debtor to this Security Agreement), but no person taking front or representing Debtor has any right to advances under any instrument or document secured by this Agreement.
4. **CHANGES IN TERMS.** Secured Party reserves the right to change any of the terms of this Agreement in accordance with applicable law and the provisions of this Agreement.
5. **TERM OF AGREEMENT.** This Agreement, and the security interest created by this Agreement, will remain in force until all of the Indebtedness is paid in full, unless the security interest created by this Agreement is earlier released by Secured Party in writing.
6. **RIGHTS OF SECURED PARTY ASSIGNABLE.** Secured Party, at any time and at its option, may pledge, transfer or assign its rights under this Agreement in whole or in part, and any transferee or assignee shall have all Secured Party's rights or parts of them so pledged, transferred or assigned. Debtor's rights under this Agreement or in the Collateral may not be assigned without Secured Party's prior written consent.

7. **JOINT AND SEVERAL RESPONSIBILITY OF DEBTOR AND SURETIES.** The responsibilities of Debtor and any co-debtor, guarantor, surety or accommodation party under this Agreement are joint and several, and the references to Debtor in this Agreement shall be deemed to refer to each such person, including any person who pledges Collateral even if such pledgor is not otherwise liable under any promissory note, guaranty or other instrument secured by this Agreement.

8. **SEPARABILITY OF PROVISIONS.** If any provision of this Agreement shall for any reason be held invalid or unenforceable such invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never existed.

9. **ENTIRE AGREEMENT.** This Agreement, together with any mortgage of real estate which may be Collateral, constitutes the entire agreement between the parties with respect to the subjects addressed herein. This Agreement may be amended or modified only by a writing signed by Secured Party specifying that it is a modification, amendment or addition to this Agreement.

V. **EVENTS OF DEFAULT.** Debtor shall be in default under this Agreement upon the happening of any one or more of the following events or conditions, called "Events of Default" in this Agreement:

1. If any warranty, covenant, agreement, representation, financial information or statement made or furnished to Secured Party by Debtor, any guarantor or surety, or otherwise on Debtor's behalf to induce Secured Party to enter into this Agreement, or in conjunction with it, is violated or proves to have been false in any material respect when made or furnished.
2. If any payment required in this Agreement or under any other agreement or obligation of Debtor to Secured Party or to others is not made when due or in accordance with the terms of the applicable contract.
3. If Debtor defaults in the performance of any covenant, obligation, warranty, or provision contained in this Agreement or any other agreement, mortgage or obligation of Debtor to Secured Party or to others, including without limitation Debtor's failure to insure the Collateral or unlawful use of the Collateral.
4. If any event or condition exists or occurs which results in acceleration of the maturity of any obligation of Debtor to Secured Party or to others under any note, mortgage, indenture, agreement, or undertaking.
5. If anyone makes any levy against or seizes, garnishes or attaches any of the Collateral; if Debtor consensually encumbers any of the Collateral; or if Debtor sells, leases, or otherwise disposes of any of the Collateral without Secured Party's prior written consent as required by this Agreement or any mortgage executed in connection with this Agreement.
6. If the Collateral is lost, stolen, substantially damaged or destroyed.
7. If, in Secured Party's judgment, the Collateral becomes unsatisfactory or insufficient in character or value, and upon request Debtor fails to provide additional Collateral as required by Secured Party.
8. If at any time Secured Party, in its sole discretion, believes the prospect of payment or performance of any duty, covenant, warranty or obligation secured by this Agreement is impaired.
9. If Debtor or any guarantor or surety dies, dissolves, terminates existence, or becomes insolvent; if a receiver is appointed over any part of Debtor's property or any part of the Collateral; if Debtor makes an assignment for the benefit of creditors; or if any proceeding is commenced under any bankruptcy or insolvency law by or against Debtor or any guarantor or surety for Debtor.
10. If the Collateral is removed from the location specified in this Agreement or in a separate notice to Secured Party without Secured Party's prior written consent, except for temporary periods in the normal and customary use of the Collateral.
11. Secured Party shall receive at any time following the Closing a filing office report indicating that Secured Party's security interest is not prior to all other security interests or other interests reflected in the report.

VI. **ADDITIONAL PROVISIONS.** The undersigned specifically agree to all of the "Additional Provisions" on the reverse side of this Agreement.

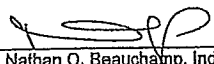
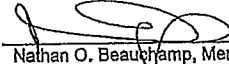
SECURED PARTY'S SIGNATURE	DEBTOR'S SIGNATURE(S)
Citizen Potawatomi Community Development Corporation	 Nathan O. Beauchamp, Individual
	 Nathan O. Beauchamp, Member of Shawnee Outdoors, LLC
Robert L. Crothers-Commercial Loan Officer	

EXHIBIT 2**EXHIBIT**

10

ASSIGNMENT OF LEASES, RENTS, PROFITS
(INDIVIDUAL – CORPORATION – PARTNERSHIP)

WHEN RECORDED, RETURN TO:
Citizen Potawatomi Community
Development Corporation
1545 S. Gordon Cooper Drive
Shawnee, Oklahoma 74801

ASSIGNOR NAME AND ADDRESS	ASSIGNEE NAME AND ADDRESS
Shawnee Outdoors, LLC Nathan O. Beauchamp 40960 Hardesty Road Shawnee, OK 74801	Citizen Potawatomi Community Development Corporation 1545 S. Gordon Cooper Drive Shawnee, Oklahoma 74801

FOR VALUE RECEIVED, the Undersigned (called "Assignor") sells, assigns and transfers to above named Assignee, (called "Assignee" which term shall be construed to include Assignee's successors and assigns), all right, title and interest in the rents and profits (known as the "Assignment") now due and which may later become due under, or by virtue of, any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the following described Property:

40960 Hardesty Road, Shawnee, OK 74801

Said payments/rents being assigned hereunder are more specifically described as "those certain monthly stipend/rental payments of \$3,000 paid to Assignor by the Citizen Potawatomi Nation, as rental for the unlimited use of the CPN Tribal Police Department."

This Assignment is conditioned on Assignor's default under a certain Promissory Note dated 5/28/2019 (the "Note"), and becomes effective after default (whether or not proceedings have been instituted to foreclose the Note by judicial foreclosure or Power of Sale) on the earlier of: (1) Assignee taking possession of the Property, (2) the appointment of a receiver for the Property, or (3) Assignee giving Assignor and any lessee of the Property written notice to pay Assignee any rents or profits due after a specified date. Assignor agrees Assignee or its agents may, on Assignor's default under the Note, take possession of the Property and collect the rents and profits to apply to any amount Assignor owes Assignee. Assignor further agrees that on Assignor's default under the Note, Assignee may seek to have a receiver appointed for the Property as allowed by 12 O.S. 1551, including appointment of a receiver simply when a condition of the Note has not been performed and the Note provides for appointment of a receiver. Assignor recognizes when Assignee receives the rents and profits after written notice, but does not enter into physical possession of the Property and exercise exclusive operating control, Assignee will not be considered a "Notice in possession." Assignor further recognizes Assignee may, as part of this Assignment, extend, renew or enter into new leases under terms customary for leases of the Property. If Assignee sends written notice to a lessee obligated to pay under any lease on the Property requesting lessee to direct all rents and profits under the lease to Assignee, this Assignment, when effective, shall transfer the lessee's obligation to pay rents and profits to Assignee.

Assignor agrees that no modification, termination, or renewal of a lease prior or subsequent to the effective date of this Assignment, or advance payment and collection of rents and profits, will be effective against Assignee unless Assignee consents in writing.

If any lessee obligated to pay Assignee does not do so, Assignee shall have all remedies available to collect the rents and profits including, without limitation, those available to a lessor on a lessee's failure to perform under a lease. Assignor agrees to pay to Assignee a reasonable rental for Assignor's use and occupancy of the Property if, after default, Assignee makes a demand for such payment in writing.

Assignor agrees this Assignment is separate and independent from the Note and shall continue in effect in favor of any purchaser of the Property on foreclosure with respect to leases not terminated by foreclosure. However, at Assignee's election made known before any sale upon foreclosure is concluded, this Assignment shall continue in effect in favor of Assignee with respect to leases not terminated by foreclosure until any deficiency owed Assignee after foreclosure is satisfied, at which time further payments under any such lease shall accrue to the purchaser of the Property or its assigns.

Assignee is not obligated to perform or discharge any obligation under any lease or contract relating to the Property and Assignor agrees to indemnify and hold Assignee harmless from any liability, loss or damage, including costs and attorney's fees, suffered by Assignee under any lease or contract relating to the Property.

Assignor agrees not to assign or pledge the rents and profits of the Property to any other person.

SIGNATURE(S) OF ASSIGNOR(S)

Signed and Delivered on this Date:

5/29/2019

Nathan O. Beauchamp, individual

Nathan O. Beauchamp, Managing Member

ACKNOWLEDGEMENT On Reverse Side Hereof

~~ACKNOWLEDGMENT OF AN INDIVIDUAL CLAIMING IN HIS OR HER OWN RIGHT, OR REPRESENTING A CORPORATION, PARTNERSHIP, LLC, ETC.~~

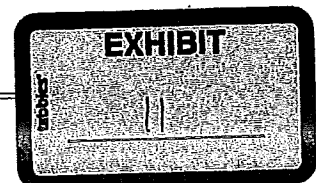
STATE OF OKLAHOMA

COUNTY OF _____ } SS.

The foregoing instrument was acknowledged before me on this _____ day of _____ by

My Commission Expires: _____

NOTARY PUBLIC Signature



UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Felecia Freeman 405-878-4697	
B. E-MAIL CONTACT AT FILER (optional) freeman@cpdc.org	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Citizen Potawatomi Community Development Corp. 1545 Gordon Cooper Drive Shawnee, Oklahoma 74801	



20190610020681520
06/10/2019 12:41:36 PM
Bk Pg 0 Pgs 1 UC1
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
David B. Hootan

20190610020681520
Filing Fee \$10.00

06/10/2019 12:41:36 PM
UC1



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Shawnee Outdoors, LLC		FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR	1b. INDIVIDUAL'S SURNAME	CITY Shawnee		STATE OK	POSTAL CODE 74801
10. MAILING ADDRESS 40960 Hardesty Road		CITY Shawnee		STATE OK	POSTAL CODE 74801
		CITY Shawnee		STATE OK	POSTAL CODE 74801
		CITY Shawnee		STATE OK	POSTAL CODE 74801

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME		FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR	2b. INDIVIDUAL'S SURNAME Beauchamp	CITY Nathan		STATE OK	POSTAL CODE 74820
20. MAILING ADDRESS 35766 Braums Rd		CITY Wanette		STATE OK	POSTAL CODE 74820
		CITY Wanette		STATE OK	POSTAL CODE 74820
		CITY Wanette		STATE OK	POSTAL CODE 74820

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE or ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Citizen Potawatomi Community Development Corporation		FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR	3b. INDIVIDUAL'S SURNAME	CITY Shawnee		STATE OK	POSTAL CODE 74804
30. MAILING ADDRESS 1545 Gordon Cooper Drive		CITY Shawnee		STATE OK	POSTAL CODE 74804
		CITY Shawnee		STATE OK	POSTAL CODE 74804
		CITY Shawnee		STATE OK	POSTAL CODE 74804

4. COLLATERAL: This financing statement covers the following collateral:

PURCHASE MONEY INTEREST CLAIMED. Including but not limited to all business assets to include all inventory, furniture, fixtures, equipment of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories, and accessions thereto and thereof and all proceeds thereof, (whether in the form of cash, instruments, chattel paper, general intangibles, accounts or otherwise) including an assignment of monthly payments from CPN PD.

5. Check only if applicable and check only one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check only if applicable and check only one box: <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured Home Transaction <input type="checkbox"/> A Debtor is a Transferring Utility	
6b. Check only if applicable and check only one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Borrower <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Felicia Freeman/405-878-4697			
B. E-MAIL CONTACT AT FILER (optional) ffreeman@cpdc.org			
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Citizen Potawatomi Community Development Corporation 1545 S. Gordon Cooper Drive Shawnee, OK 74801			
2024021402014055 02/14/2024 09:06:27 AM Pgs: 1 Fee: \$ 10.00 Maressa Treat, County Clerk Oklahoma County - State of Oklahoma			
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY			
1a. INITIAL FINANCING STATEMENT FILE NUMBER 20190610020581520		1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or reported) in the REAL ESTATE RECORDS. Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 13	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement			
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 9. For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 8			
4. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law			
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check one of these two boxes: This Change affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record AND Check one of these three boxes to: <input type="checkbox"/> CHANGE name and/or address: Complete Item 6a or 6b; and Item 7a or 7b and Item 7c <input type="checkbox"/> ADD name: Complete Item 7a or 7b, and Item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in Item 6a or 6b			
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)			
6a. ORGANIZATION'S NAME Shaynee Outdoors, LLC			
OR 6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX			
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name)			
7a. ORGANIZATION'S NAME			
OR 7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX			
7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY USA			
8. <input type="checkbox"/> COLLATERAL CHANGE: Also check one of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:			
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor			
9a. ORGANIZATION'S NAME Citizen Potawatomi Community Development Corporation			
OR 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX			
10. OPTIONAL FILER REFERENCE DATA:			

PROMISSORY NOTE - Fixed or Variable Rate - Commercial					DATE OF NOTE 03/10/2021	
DEBTOR'S NAME(S) Ada Outdoors, LLC Shawnee Outdoors, LLC Nathaniel O. Beauchamp			LENDER'S NAME AND ADDRESS Citizen Potawatomi Community Development Corporation 1545 Gordon Cooper Drive Shawnee, Oklahoma 74801			
DEBTOR'S ADDRESS 1030 W 12 th Street Ada, OK 74820						
NOTE NUMBER 8394	FIXED INTEREST RATE PER ANNUM 5.0%	MATURITY DATE 07/15/2021	PRINCIPAL AMOUNT \$2,044,089.00	SOCIAL SECURITY/TIN NUMBER: [REDACTED]	<input type="checkbox"/> 360 DAY <input checked="" type="checkbox"/> 365 DAY	
<input checked="" type="checkbox"/> NEW LOAN <input type="checkbox"/> RENEWAL OF LOAN NUMBER(S) <input type="checkbox"/> FULLY ADVANCED <input type="checkbox"/> MULTIPLE ADVANCES <input type="checkbox"/> REVOLVING CREDIT			PURPOSE OF LOAN To provide funding to the businesses herein described, for the purchase and re-sale of certain ammunition products, which have been pre-sold to Farris Brothers, Inc., of Hattiesburg, MS (Buyer).			
COLLATERAL DESCRIPTION All business assets to include all inventory, fixtures, accounts receivables, equipment; now owned or to be acquired by the business; Purchase Order #136365 for 66,560 of 9mm pistol ammo and 55,000 556 rifle ammo described on attachment A						
PAYMENT TERMS First Payment shall be due on June 15, 2021, with a second, and final payment of \$31,000 plus accrued interest and fees, in accordance with the terms of the note, and due on July 15, 2021						

Notwithstanding any provision to the contrary, the law of Citizen Potawatomi Nation will govern the construction and enforcement of this agreement. All parties understand and agree that Citizen Potawatomi Nation Tribal Court has jurisdiction to resolve any dispute under this agreement and the parties do hereby submit to the personal jurisdiction of, and waive any objection to venue in, the Citizen Potawatomi Nation Tribal Court for the resolution of any dispute arising out of this agreement.

PROMISE TO PAY. For value received, the undersigned Debtor, whether one or more, and jointly and severally if more than one, agrees to the terms of this Note and promises to pay to the order of the Lender named above at its place of business as indicated in this Note or at such other places as may be designated in writing by Lender, the Principal Amount of this Note together with interest on the unpaid Principal Amount until maturity at the per annum interest rate or rates stated above and according to the Payment Terms stated in this Note. Interest on this Note is calculated on the actual number of days elapsed on a basis of a 360 or 365 day year, as indicated above. For purposes of computing interest and determining the date principal and interest payments are received, all payments will be deemed made only when received in collected funds. Payments are applied first to accrued and unpaid interest and other charges, and then to unpaid Principal Amount. In this Note, "Debtor" includes any party liable under this Note, including endorser, co-makers, guarantors and otherwise, and "Lender" includes all subsequent holders.

VARIABLE RATE. If this is a Variable Rate transaction as indicated above, the interest rate shall vary from time to time with changes (whether increases or decreases) in the Rate shown above. The interest rate on this Note will be the Index Rate plus a Margin, if any, as indicated above. Each change will become effective on the same date the Index Rate changes unless a different effective date is indicated above. If the Index Rate is Lender's base or prime rate, it is determined by Lender in its sole discretion, primarily on a basis of its cost of funds, is not necessarily the lowest rate Lender is charging its customers, and is not necessarily a published rate.

LATE PAYMENTS. When permitted by law, any principal and/or interest amount not paid within 5 calendar days after will be assessed 5.000% of the amount past due, as a late charge fee. In addition, any principal and/or interest not paid by the maturity date of this Note shall thereafter bear interest at the applicable rate stated in this Note. In no event shall the interest rate and related charges either before or after maturity be greater than permitted by law.

ALL PARTIES PRINCIPAL. All Debtors shall each be regarded as a principal and each Debtor agrees that any Debtor, with Lender's approval and without notice to any other Debtor, may from time to time renew this Note or consent to one or more extensions or deferrals of the Maturity Date for any term(s) or to any other modification(s), and all Debtors shall be liable in same manner as on the original Note.

ADVANCES AND PAYMENTS. If the Fully Advanced box is checked, then the Debtor acknowledges that the entire Principal Amount has been advanced to the Debtor or for Debtor's account or benefit. If the Multiple Advances box is checked, then the Debtor understands that the Lender will disburse the proceeds of this Note in increments, up to the Principal Amount, but that even if the Debtor prepaies, the Debtor has no right to reborrow any amounts disbursed. The balance that the Debtor owes under this Note is the aggregate of all such disbursements, less any payments of principal made on this Note. Interest will accrue only on the actual amount of principal disbursed and outstanding from time to time. If the Revolving Credit box is checked, then the Debtor understands that the Lender will disburse the proceeds of this Note in increments up to the Principal Amount and that the remaining terms of this paragraph shall apply to this Note. The balance that the Debtor owes under this Note is the aggregate of all such disbursements, less any payments of principal made on this Note. Interest will accrue only on the actual amount of principal disbursed and outstanding from time to time. If the Revolving Credit box is checked, then the Debtor understands that the Lender will disburse the proceeds of this Note in increments up to the Principal Amount and that the remaining terms of this paragraph shall apply to this Note. The balance that the Debtor owes under this Note is the aggregate of all such disbursements, less any payments of principal made on this Note. The Debtor understands that the maximum amount of all such advances outstanding at any one time cannot exceed the Principal Amount, but that the Debtor may repay and reborrow up to the Principal Amount during the term of this Note. If the aggregate outstanding amount advanced under this Note ever exceeds the Principal Amount, then the Debtor will repay the excess upon demand, plus interest on the excess. There may be times when no principal is outstanding on this Note, but this Note and any collateral securing this Note remain valid and effective as to future advances under this Note. Any loans or advances the Lender makes to the Debtor or for the Debtor's account or benefit are presumed to be made under the terms of this Note. The Lender may make advances under this Note at the oral or written request of any person designated or authorized by the Debtor until the Debtor revokes such designation or authorization in writing received by the Lender, provided that the Lender has the right, but is not obligated, to require written authorization from the Debtor prior to honoring any oral request. Interest will accrue only on the actual amount of principal disbursed and outstanding from time to time.

PREPAYMENT. Debtor shall have the right to prepay all or any part of the principal due under this Note at any time, subject to the following conditions: (a) all interest must be paid through the date of any prepayment; (b) if this Note provides for monthly or other periodic payments, there will be no changes in the due dates or amounts following any partial prepayments unless Lender agrees to such changes in writing; (c) upon prepayment, in whole or in part, Lender may charge and Debtor agrees to pay a fee or premium calculated as follows (this fee/premium provision will not apply if prohibited by applicable law):

COLLATERAL. This Note and all other obligations of Debtor to Lender, including renewals and extensions, are secured by all collateral securing this Note and by all other security interests and mortgages previously or later granted to Lender and by all money, deposits and other property owned by any Debtor and in Lender's possession or control.

ACCELERATION. At option of Lender, the unpaid balance of this Note and all other obligations of Debtor to Lender, whether direct or indirect, absolute or contingent, now existing or later arising, shall become immediately due and payable without notice or demand, upon or after the occurrence or existence of any of the following events or conditions: (a) Any payment required by this Note or by any other note or obligation of Debtor to Lender or to others is not made when due, or any event or condition occurs or exists which results in acceleration of the maturity of any Debtor's obligation to Lender or to others under any promissory note, agreement or undertaking; (b) Debtor defaults in performing any covenant, obligation, warranty or provision contained in any loan agreement or in any instrument or document securing or relating to this Note or any other note or obligation of Debtor to Lender or to others; (c) any warranty, representation, financial information or statement made or furnished to Lender by or on behalf of Debtor proves to have been false in any material respect when made or furnished; (d) any levy, seizure, garnishment or attachment is made against any asset of any Debtor; (e) Lender determines, at any time and in Lender's sole discretion, that the prospect of payment of this Note is impaired; (f) whenever, in Lender's sole judgment, the collateral for the debt evidenced by this Note becomes unsatisfactory or insufficient either in character or value and, upon request, Debtor fails to provide additional collateral as required by Lender; (g) all or any part of the collateral for the debt evidenced by this Note lost, stolen, substantially damaged or destroyed; (h) death, incompetency, insolvency, dissolution, or change in ownership or senior management, or termination of existence of any Debtor; or (i) a receiver is appointed over all or part of any Debtor's property, or any Debtor makes an assignment for the benefit of creditors, files for relief under any bankruptcy or insolvency laws, or becomes subject to all involuntary proceedings under such laws.

RIGHT OF OFFSET. Except as otherwise restricted by law, any indebtedness due from Lender to Debtor, including, without limitation, any deposits or credit balances due from Lender, is pledged to secure payment of this Note and any other obligation to Lender of Debtor, and may at any time while the whole or any part of such obligation(s) remain(s) unpaid, either before or after maturity of this Note, be set off, appropriated, held or applied toward the payment of this Note, be set off, appropriated, held or applied toward the payment of this Note or any other obligation to Lender by any Debtor.

ADDITIONAL PROVISIONS. (1) Limitations on Suit - Liability for damages which the Citizen Potawatomi Community Development Corporation may be found responsible must arise solely pursuant to this Agreement and shall be strictly limited to only the principal amount of the loan, the Corporation's equity interest in the Debtor's enterprise, or the Corporation's security interest in Obligor's property (whichever is greater), and such recovery, if any, shall be exclusively limited to only the assets of the Corporation. (2) Debtor agrees, if requested, to furnish to Lender copies of income tax returns as well as balance sheets and income statements for each fiscal year following Date of Note and at more frequent intervals the proceeds of this Note in increments up to the Principal Amount and intervals as Lender may require. (3) No waiver by Lender of any payment or other right under this Note or any related agreement or document shall operate as a waiver of any other payment or right. All Debtors waive presentment, notice of acceleration, notice of dishonor and protest and consent to substitutions, releases and failure to perfect as to collateral and to additions or releases of any Debtor. (4) This Note and the obligations evidenced by it are to be construed and governed by the laws of the state indicated in Lender's address shown in this Note. (5) All Debtors agree to pay costs of collection including, as allowed by law, an attorney's fee equal to a minimum of 15% of all sums due upon default or such other maximum fee as allowed by law. (6) All parties signing below acknowledge receiving a completed copy of this Note and related documents, which contain the complete and entire agreement between Lender and any party liable for payment under this Note. No variation, condition, modification, change, amendment, extension or rescission (collectively referred to as a "Revision") of this Note or related documents shall be binding unless in writing and signed by Lender and Debtor. If there is more than one Debtor, any Debtor may agree to a Revision of this Note and/or related documents, and all Debtors agree to be bound by such Revision. No legal relationship is created by the execution of this Note and related documents except that of debtor and creditor as stated in writing.

DEBTOR'S SIGNATURE(S)	
Nathaniel O. Beauchamp, Managing Member	Nathaniel O. Beauchamp, Individual
Nathaniel O. Beauchamp, Member	Nathaniel O. Beauchamp, Individual

EXHIBIT 2

EXHIBIT

14

SECURITY AGREEMENTDATE OF NOTE
03/10/2021

DEBTOR(S) NAME(S)	SECURED PARTY(S) NAME AND ADDRESS
Ada Outdoors, LLC Shawnee Outdoors, LLC Nathaniel O. Beauchamp	Citizen Potawatomi Community Development Corporation 1545 Gordon Cooper Drive Shawnee, Oklahoma 74801
DEBTOR(S) ADDRESS	
1030 W 12 th Street Ada, OK 74820	

I. **GRANT OF SECURITY INTEREST.** For value received, the undersigned (referred to as "Debtor" whether one or more) grants to Secured Party named above a security interest in the Collateral described below to secure the payment of the "Indebtedness" (as defined below) and performance of all Debtor's obligations and agreements in this Agreement or other documents evidencing the Indebtedness. For purposes of this Agreement, any term used in the Uniform Commercial Code, as adopted and revised from time to time in the State of Oklahoma and/or Citizen Potawatomi Nation ("UCC"), and not defined in this Agreement has the meaning given to the term in the UCC. Debtor's location (if other than the address reflected above) is in the state of OK.

II. **DESCRIPTION OF COLLATERAL.** The "Collateral" shall include:

PURCHASE MONEY INTEREST CLAIMED. Including but not limited to all business assets to include all inventory, furniture, fixtures, accounts receivables, equipment of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossession, exchanges, substitutions, replacements, attachments, parts, accessories, and acccessions thereto and thereof and all proceeds thereof, (whether in the form of cash, instruments, chattel paper, general intangibles, accounts or otherwise), including Purchase money claimed for: Purchase Order #136365 for 66,560 of 9mm pistol ammo and 55,000 556 rifle ammo described on attachment A.

The term "Collateral" also includes to the extent not listed above as original collateral:

- (1) **After-Acquired Property.** After-acquired property; provided, however, the security interest will not attach to (a) consumer goods, other than an accession when given as additional security, unless the Debtor acquires rights in them within 10 days after the Secured Party gives value; or (b) a commercial tort claim.
- (2) **Proceeds.** Proceeds, products, additions, substitutions and acccessions of the Collateral.
- (3) **Deposits.** Unless prohibited by law, any property (excluding Individual Retirement Accounts and other qualified retirement accounts), tangible or intangible, in possession of Secured Party at any time during the term of this Agreement, or any Indebtedness due from Secured Party in Debtor and any deposit or credit balances due from Secured Party to Debtor, and Secured Party may at any time while the whole or any part of the Indebtedness remains unpaid, whether before or after maturity thereof, be appropriated, held or applied toward payment of the Indebtedness or any obligation of Debtor to Secured Party.

III. **SECURED INDEBTEDNESS.** The security interest granted under this Agreement secures the following (referred to as the "Indebtedness"): (1) the performance of all of the agreements, obligations, covenants and warranties of Debtor as set forth in this Agreement or any other agreement between Debtor and Secured Party; (2) all liabilities of Debtor to Secured Party of every kind and description, including (a) all promissory notes given from Debtor to Secured Party, (b) all future advances from Secured Party to Debtor, whether in the form of a loan for a similar or different purpose than any other loan to Debtor, (c) Debtor's overdrafts, whether business or personal, (d) direct or indirect liabilities, (e) liabilities due or to become due and whether absolute or contingent, and (f) liabilities now existing or hereafter arising and however evidenced; (3) all extensions, renewals and deferrals of liabilities of Debtor to Secured Party for any term or terms, to which the undersigned hereby consents; (4) all interest and other finance charges due or to become due on the liabilities of Debtor to Secured Party; (5) all expenditures by Secured Party involving the performance or enforcement of Debtor's obligations, agreements, covenants and warranties under this Agreement or any other agreement between Debtor and Secured Party; and (6) All costs, attorneys' fees and other expenditures of Secured Party in the collection and enforcement of any obligation or liability of Debtor to Secured Party and in the collection and enforcement, sale or other liquidation of any of the Collateral.

IV. **GENERAL PROVISIONS.**

1. **GOVERNING LAW.** Notwithstanding any provision to the contrary, the law of Citizen Potawatomi Nation will govern the construction and enforcement of this agreement. All parties understand and agree that Citizen Potawatomi Nation Tribal Court has jurisdiction to resolve any dispute under this agreement and the parties do hereby submit to the personal jurisdiction of, and waive any objection to venue in, the Citizen Potawatomi Nation Tribal Court for the resolution of any dispute arising out of this agreement.

2. **WARRANTY.** No act, delay or omission, including Secured Party's written express waiver of a remedy after any default under this Agreement, shall constitute a waiver of any of Secured Party's rights and remedies not expressly waived in writing under this Agreement or any other agreement between the parties. All of Secured Party's rights and remedies are cumulative and may be exercised singly or concurrently. The waiver or exercise of any one or more right or remedies will not be a waiver or a bar to the exercise of any other rights or remedies upon any subsequent default. No waiver, change, modification or discharge of any of Secured Party's rights or remedies or Debtor's duties as specified or allowed by this Agreement will be effective unless in writing and signed by a duly authorized officer of Secured Party. Acceptance of any partial or late payment shall not constitute a waiver of any requirement of this Agreement or impose any additional notification duties upon Secured Party. Debtor and all other signers, including guarantors, waive presentment, notice of dishonor and protest, notice of default, notice of intention to accelerate and notice of acceleration and consent to any and all extensions of time for any term or terms regarding payment due, partial payments, or renewals before or after maturity. Debtor and all other signers, including guarantors, further consent to substitution, impairment, release or nonperfection with regard to the Collateral, and the addition or release of or agreement not to sue any party or guarantor.

3. **AGREEMENT BINDING ON ASSIGNS.** This Agreement inures to the benefit of Secured Party's successors and assigns, and is binding upon Debtor's heirs, executors, administrators, representatives, successors and permitted assigns (and all persons who become bound as a debtor to this Security Agreement), but no person taking from or representing Debtor has any right to advances under any instrument or document secured by this Agreement.

4. **CHANGES IN TERMS.** Secured Party reserves the right to change any of the terms of this Agreement in accordance with applicable law and the provisions of this Agreement.

5. **TERM OF AGREEMENT.** This Agreement, and the security interest created by this Agreement, will remain in force until all of the Indebtedness is paid in full, unless the security interest created by this Agreement is earlier released by Secured Party in writing.

6. **RIGHTS OF SECURED PARTY ASSIGNABLE.** Secured Party, at any time and at its option, may pledge, transfer or assign its rights under this Agreement in whole or in part, and any transferee or assignee shall have all Secured Party's rights or the parts of them so pledged, transferred or assigned. Debtor's rights under this Agreement or in the Collateral may not be assigned without Secured Party's prior written consent.

7. **JOINT AND SEVERAL RESPONSIBILITY OF DEBTOR AND SURETIES.** The responsibilities of Debtor and any co-debtor, guarantor, surety or accommodation party under this Agreement are joint and several, and the references to Debtor in this Agreement shall be deemed to refer to each such person, including any person who pledges Collateral even if such pledgor is not otherwise liable under any promissory note, guaranty or other instrument secured by this Agreement.

8. **SEPARABILITY OF PROVISIONS.** If any provision of this Agreement shall for any reason be held invalid or unenforceable such invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never existed.

9. **ENTIRE AGREEMENT.** This Agreement, together with any mortgage of real estate which may be Collateral, constitutes the entire agreement between the parties with respect to the subjects addressed herein. This Agreement may be amended or modified only by a writing signed by Secured Party specifying that it is a modification, amendment or addition to this Agreement.

V. **EVENTS OF DEFAULT.** Debtor shall be in default under this Agreement upon the happening of any one or more of the following events or conditions, called "Events of Default" in this Agreement:

1. If any warranty, covenant, agreement, representation, financial information or statement made or furnished to Secured Party by Debtor, any guarantor or surety, or otherwise on Debtor's behalf to induce Secured Party to enter into this Agreement, or in conjunction with it, is violated or proves to have been false in any material respect when made or furnished.

2. If any payment required in this Agreement or under any other agreement or obligation of Debtor to Secured Party or to others is not made when due or in accordance with the terms of the applicable contract.

3. If Debtor defaults in the performance of any covenant, obligation, warranty, or provision contained in this Agreement or any other agreement, mortgage or obligation of Debtor to Secured Party or to others, including without limitation Debtor's failure to insure the Collateral or unlawful use of the Collateral.

4. If any event or condition exists or occurs which results in acceleration of the maturity of any obligation of Debtor to Secured Party or to others under any note, mortgage, indenture, agreement, or undertaking.

5. If anyone makes any levy against or seizes, garnishes or attaches any of the Collateral; if Debtor consensually encumbers any of the Collateral; or if Debtor sells, leases, or otherwise disposes of any of the Collateral without Secured Party's prior written consent as required by this Agreement or any mortgage executed in connection with this Agreement.

6. If the Collateral is lost, stolen, substantially damaged or destroyed.

7. If, in Secured Party's judgment, the Collateral becomes unsatisfactory or insufficient in character or value, and upon request Debtor fails to provide additional Collateral as required by Secured Party.

8. If at any time Secured Party, in its sole discretion, believes the prospect of payment or performance of any duty, covenant, warranty or obligation secured by this Agreement is impaired.

9. If Debtor or any guarantor or surety dies, dissolves, terminates existence, or becomes insolvent; if a receiver is appointed over any part of Debtor's property or any part of the Collateral; if Debtor makes an assignment for the benefit of creditors; or if any proceeding is commenced under any bankruptcy or insolvency law by or against Debtor or any guarantor or surety for Debtor.

10. If the Collateral is removed from the location specified in this Agreement or in a separate notice to Secured Party without Secured Party's prior written consent, except for temporary periods in the normal and customary use of the Collateral.

11. Secured Party shall receive at any time following the Closing a filing office report indicating that Secured Party's security interest is not prior to all other security interests or other interests reflected in the report.

VI. **ADDITIONAL PROVISIONS.** The undersigned specifically agree to all of the "Additional Provisions" on the reverse side of this Agreement.

SECURED PARTY(S) SIGNATURE	DEBTOR(S) SIGNATURE(S)
Citizen Potawatomi Community Development Corporation	Nathaniel O. Beauchamp, Managing Member
	Nathaniel O. Beauchamp, Member
	Nathaniel O. Beauchamp, Individual
	Nathaniel O. Beauchamp, Individual
Robert L. Crothers, Commercial Loan Officer	

EXHIBIT 2**EXHIBIT**

15

ASSIGNMENT OF LEASES, RENTS, AND PROFITS
(INDIVIDUAL - CORPORATION - PARTNERSHIP)

WHEN RECORDED, RETURN TO:
 Citizen Potawatomi Community
 Development Corporation
 1545 S. Gordon Cooper Drive
 Shawnee, Oklahoma 74801

ASSIGNOR NAME AND ADDRESS	ASSIGNEE NAME AND ADDRESS
Ada Outdoors, LLC Shawnee Outdoors, LLC Nathaniel O. Beauchamp 1030 W 12 th Street Ada, OK 74820	Citizen Potawatomi Community Development Corporation 1545 S. Gordon Cooper Drive Shawnee, Oklahoma 74801

FOR VALUE RECEIVED, the Undersigned (called "Assignor") sells, assigns and transfers to above named Assignee, (called "Assignee" which term shall be construed to include Assignee's successors and assigns), all right, title and interest in the rents and profits (known as the "Assignment") now due and which may later become due under, or by virtue of, any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the following described Property:

Purchase Order #136365 for 66,560 of 9mm pistol ammo and 55,000 556 rifle ammo described on attachment A

This Assignment is conditioned on Assignor's default under a certain Mortgage dated 03/10/2021 (the "Mortgage"), and becomes effective after default (whether or not proceedings have been instituted to foreclose the Mortgage by judicial foreclosure or Power of Sale) on the earlier of: (1) Assignee taking possession of the Property, (2) the appointment of a receiver for the Property, or (3) Assignee giving Assignor and any lessee of the Property written notice to pay Assignee any rents or profits due after a specified date. Assignor agrees Assignee or its agents may, on Assignor's default under the Mortgage, take possession of the Property and collect the rents and profits to apply to any amount Assignor owes Assignee. Assignor further agrees that on Assignor's default under the mortgage, Assignee may seek to have a receiver appointed for the Property as allowed by 12 O.S. 1551, including appointment of a receiver simply when a condition of the Mortgage has not been performed and the Mortgage provides for appointment of a receiver. Assignor recognizes when Assignee receives the rents and profits after written notice, but does not enter into physical possession of the Property and exercise exclusive operating control, Assignee will not be considered a "mortgagee in possession." Assignor further recognizes Assignee may, as part of this Assignment, extend, renew or enter into new leases under terms customary for leases of the Property. If Assignee sends written notice to a lessee obligated to pay under any lease on the Property requesting lessee to direct all rents and profits under the lease to Assignee, this Assignment, when effective, shall transfer the lessee's obligation to pay rents and profits to Assignee.

Assignor agrees that no modification, termination, or renewal of a lease prior or subsequent to the effective date of this Assignment, or advance payment and collection of rents and profits, will be effective against Assignee unless Assignee consents in writing.

If any lessee obligated to pay Assignee does not do so, Assignee shall have all remedies available to collect the rents and profits including, without limitation, those available to a lessor on a lessee's failure to perform under a lease. Assignor agrees to pay to Assignee a reasonable rental for Assignor's use and occupancy of the Property if, after default, Assignee makes a demand for such payment in writing.

Assignor agrees this Assignment is separate and independent from the Mortgage and shall continue in effect in favor of any purchaser of the Property on foreclosure with respect to leases not terminated by foreclosure. However, at Assignee's election made known before any sale upon foreclosure is concluded, this Assignment shall continue in effect in favor of Assignee with respect to leases not terminated by foreclosure until any deficiency owed Assignee after foreclosure is satisfied, at which time further payments under any such lease shall accrue to the purchaser of the Property or its assigns.

Assignee is not obligated to perform or discharge any obligation under any lease or contract relating to the Property and Assignor agrees to indemnify and hold Assignee harmless from any liability, loss or damage, including costs and attorney's fees, suffered by Assignee under any lease or contract relating to the Property.

Assignor agrees not to assign or pledge the rents and profits of the Property to any other person.

SIGNATURE(S) OF ASSIGNOR(S)

Signed and Delivered on this Date:

Nathaniel O. Beauchamp, Managing Member

Nathaniel O. Beauchamp, Individual

Nathaniel O. Beauchamp, Member

Nathaniel O. Beauchamp, Individual

ACKNOWLEDGEMENT On Reverse Side Hereof

EXHIBIT 2

EXHIBIT

16

ASSIGNMENT OF LEASES, RENTS, AND PROFITS
(INDIVIDUAL - CORPORATION - PARTNERSHIP)

WHEN RECORDED, RETURN TO:
 Citizen Potawatomi Community
 Development Corporation
 1545 S. Gordon Cooper Drive
 Shawnee, Oklahoma 74801

ASSIGNOR NAME AND ADDRESS	ASSIGNEE NAME AND ADDRESS
Ada Outdoors, LLC Shawnee Outdoors, LLC Nathaniel O. Beauchamp 1030 W 12 th Street Ada, OK 74820	Citizen Potawatomi Community Development Corporation 1545 S. Gordon Cooper Drive Shawnee, Oklahoma 74801

FOR VALUE RECEIVED, the Undersigned (called "Assignor") sells, assigns and transfers to above named Assignee, (called "Assignee" which term shall be construed to include Assignee's successors and assigns), all right, title and interest in the rents and profits (known as the "Assignment") now due and which may later become due under, or by virtue of, any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the following described Property:

Purchase Order #136365 for 66,560 of 9mm pistol ammo and 55,000 556 rifle ammo described on attachment A

This Assignment is conditioned on Assignor's default under a certain Mortgage dated 03/10/2021 (the "Mortgage"), and becomes effective after default (whether or not proceedings have been instituted to foreclose the Mortgage by judicial foreclosure or Power of Sale) on the earlier of: (1) Assignee taking possession of the Property, (2) the appointment of a receiver for the Property, or (3) Assignee giving Assignor and any lessee of the Property written notice to pay Assignee any rents or profits due after a specified date. Assignor agrees Assignee or its agents may, on Assignor's default under the Mortgage, take possession of the Property and collect the rents and profits to apply to any amount Assignor owes Assignee. Assignor further agrees that on Assignor's default under the mortgage, Assignee may seek to have a receiver appointed for the Property as allowed by 12 C.S. 1531, including appointment of a receiver simply when a condition of the Mortgage has not been performed and the Mortgage provides for appointment of a receiver. Assignor recognizes when Assignee receives the rents and profits after written notice, but does not enter into physical possession of the Property and exercise exclusive operating control, Assignee will not be considered a "mortgagee in possession." Assignor further recognizes Assignee may, as part of this Assignment, extend, renew or enter into new leases under terms customary for leases of the Property. If Assignee sends written notice to a lessee obligated to pay under any lease on the Property requesting lessee to direct all rents and profits under the lease to Assignee, this Assignment, when effective, shall transfer the lessee's obligation to pay rents and profits to Assignee.

Assignor agrees that no modification, termination, or renewal of a lease prior or subsequent to the effective date of this Assignment, or advance payment and collection of rents and profits, will be effective against Assignee unless Assignee consents in writing.

If any lessee obligated to pay Assignee does not do so, Assignee shall have all remedies available to collect the rents and profits including, without limitation, those available to a lessor on a lessee's failure to perform under a lease. Assignor agrees to pay to Assignee a reasonable rental for Assignor's use and occupancy of the Property if, after default, Assignee makes a demand for such payment in writing.

Assignor agrees this Assignment is separate and independent from the Mortgage and shall continue in effect in favor of any purchaser of the Property on foreclosure with respect to leases not terminated by foreclosure. However, at Assignee's election made known before any sale upon foreclosure is concluded, this Assignment shall continue in effect in favor of Assignee with respect to leases not terminated by foreclosure until any deficiency owed Assignee after foreclosure is satisfied, at which time further payments under any such lease shall accrue to the purchaser of the Property or its assigns.

Assignee is not obligated to perform or discharge any obligation under any lease or contract relating to the Property and Assignor agrees to indemnify and hold Assignee harmless from any liability, loss or damage, including costs and attorney's fees, suffered by Assignee under any lease or contract relating to the Property.

Assignor agrees not to assign or pledge the rents and profits of the Property to any other person.

SIGNATURE(S) OF ASSIGNOR(S)

Signed and Delivered on this Date:

Nathaniel O. Beauchamp, Managing Member

Nathaniel O. Beauchamp, Individual

Nathaniel O. Beauchamp, Member

Nathaniel O. Beauchamp, Individual

ACKNOWLEDGEMENT On Reverse Side Hereof

EXHIBIT 2

ASSIGNMENT OF LEASES, RENTS, AND PROFITS (INDIVIDUAL - CORPORATION - PARTNERSHIP)		WHEN RECORDED, RETURN TO: Citizen Potawatomi Community Development Corporation 1545 S. Gordon Cooper Drive Shawnee, Oklahoma 74801
ASSIGNOR NAME AND ADDRESS		ASSIGNEE NAME AND ADDRESS
Ada Outdoors, LLC Shawnee Outdoors, LLC Nathaniel O. Beauchamp 1030 W 12 th Street Ada, OK 74820		Citizen Potawatomi Community Development Corporation 1545 S. Gordon Cooper Drive Shawnee, Oklahoma 74801

FOR VALUE RECEIVED, the Undersigned (called "Assignor") sells, assigns and transfers to above named Assignee, (called "Assignee" which term shall be construed to include Assignee's successors and assigns), all right, title and interest in the rents and profits (known as the "Assignment") now due and which may later become due under, or by virtue of, any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the following described Property:

Purchase Order #136365 for 66,560 of 9mm pistol ammo and 55,000 556 rifle ammo described on attachment A

This Assignment is conditioned on Assignor's default under a certain Mortgage dated 03/10/2021 (the "Mortgage"), and becomes effective after default (whether or not proceedings have been instituted to foreclose the Mortgage by judicial foreclosure or Power of Sale) on the earlier of (1) Assignee taking possession of the Property, (2) the appointment of a receiver for the Property, or (3) Assignee giving Assignor and any lessee of the Property written notice to pay Assignee any rents or profits due after a specified date. Assignor agrees Assignee or its agents may, on Assignor's default under the Mortgage, take possession of the Property and collect the rents and profits to apply to any amount Assignor owes Assignee. Assignor further agrees that on Assignor's default under the mortgage, Assignee may seek to have a receiver appointed for the Property as allowed by 12 O.S. 1551, including appointment of a receiver simply when a condition of the Mortgage has not been performed and the Mortgage provides for appointment of a receiver. Assignor recognizes when Assignee receives the rents and profits after written notice, but does not enter into physical possession of the Property and exercise exclusive operating control, Assignee will not be considered a "mortgagee in possession." Assignor further recognizes Assignee may, as part of this Assignment, extend, renew or enter into new leases under terms customary for leases of the Property. If Assignee sends written notice to a lessee obligated to pay under any lease on the Property requesting lessee to direct all rents and profits under the lease to Assignee, this Assignment, when effective, shall transfer the lessee's obligation to pay rents and profits to Assignee.

Assignor agrees that no modification, termination, or renewal of a lease prior or subsequent to the effective date of this Assignment, or advance payment and collection of rents and profits, will be effective against Assignee unless Assignee consents in writing.

If any lessee obligated to pay Assignee does not do so, Assignee shall have all remedies available to collect the rents and profits including, without limitation, those available to a lessor on a lessee's failure to perform under a lease. Assignor agrees to pay to Assignee a reasonable rental for Assignor's use and occupancy of the Property if, after default, Assignee makes a demand for such payment in writing.

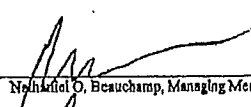
Assignor agrees this Assignment is separate and independent from the Mortgage and shall continue in effect in favor of any purchaser of the Property on foreclosure with respect to leases not terminated by foreclosure. However, at Assignee's election made known before any sale upon foreclosure is concluded, this Assignment shall continue in effect in favor of Assignee with respect to leases not terminated by foreclosure until any deficiency owed Assignee after foreclosure is satisfied, at which time further payments under any such lease shall accrue to the purchaser of the Property or its assigns.

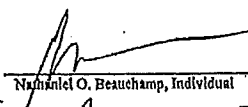
Assignee is not obligated to perform or discharge any obligation under any lease or contract relating to the Property and Assignor agrees to indemnify and hold Assignee harmless from any liability, loss or damage, including costs and attorney's fees, suffered by Assignee under any lease or contract relating to the Property.

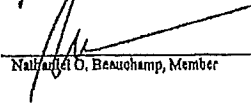
Assignor agrees not to assign or pledge the rents and profits of the Property to any other person.

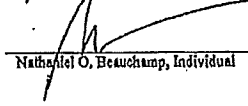
SIGNATURE(S) OF ASSIGNOR(S)

Signed and Delivered on this Date:


 Nathaniel O. Beauchamp, Managing Member


 Nathaniel O. Beauchamp, Individual


 Nathaniel O. Beauchamp, Member


 Nathaniel O. Beauchamp, Individual

ACKNOWLEDGEMENT On Reverse Side Hereof

EXHIBIT 2

ATTACHMENT A

FARRIS BROTHERS, INC. 24 RATCLIFF LANE HATTIESBURG MS 39402 Phone: 601-264-8444				PURCHASE ORDER			
				Vendor Copy PO# 136365 Date 01/18/2021 Page 1			
Vendor ADA OUTDOORS 1030 W 12TH STREET ADA, OK 74820				FARRIS BROTHERS WAREHOUSE 24 RATCLIFF LANE HATTIESBURG MS 39402			
DLH	NET ROG		ADA	PREPAID		01/18/21	
Vendor Item #	Item #	Description	Unit	UM	Cost	UP	Extension
8605003811701	PPH9F1	FFU PISTOL AMMO 9mm FMJ 115gr 50bx	66560	EA	21.00	EA	1397760.0
86050038122500	PPN5560	FFU RIFLE AMMO 556 NATO FMJ 55gr 20	55000	EA	11.20	EA	616000.00
			Subtotal		2013760.00	.00	2013760.00
AS SOON AS POSSIBLE							

LN#

001

002

LIMITED LIABILITY COMPANY GUARANTY and PLEDGING RESOLUTION

Ada Outdoors, LLC Nathaniel O. Beauchamp	State of Organization: Oklahoma	Citizen Potawatomi Community Development Corporation 1545 Gordon Cooper Drive Shawnee, Oklahoma 74801
---	---------------------------------	--

THE UNDERSIGNED CERTIFIES to the above-named Financial Institution as of the date set forth below that: (1) I am a duly appointed and qualified Manager of the above-named limited liability company (the "Company") and the keeper of the Company records; (2) the following is a true and correct copy of Resolutions duly adopted by all of the Members of the Company other than at a meeting at which a quorum was present or by unanimous consent of the Members as evidenced by a memorandum of action duly signed by all Members of the Company; (3) there is no provision in the Company's Articles of Organization or Operating Agreement limiting the power of the Members to adopt the following Resolutions which conform with the provisions of the Articles and Operating Agreement; and (4) the Resolutions which are quoted below are now in full force and effect:

*RESOLVED that any One (1) of the Managers of this Company be, and are by these Resolutions authorized, on behalf of this Company:

- To unconditionally, absolutely and continually guarantee to the following named Financial Institution, hereinafter called Financial Institution:
 Citizen Potawatomi Community Development Corporation

that the following named Debtor, hereinafter called Debtor: Ada Outdoors, LLC

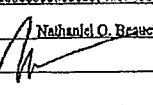
will fully and promptly pay and discharge all indebtedness for which the Debtor now owes or may at any later time become obligated to the Financial Institution, either as principal, guarantor, endorser, or in any other capacity, and whether created by direct dealing with the Financial Institution or otherwise, and regardless of the nature or form of such indebtedness, including without limitation, judgments, promissory notes, open accounts or any other form of indebtedness (collectively, the "Indebtedness").

- To pledge and grant a security interest in any and all assets of the Company as collateral for the Indebtedness and/or the Company's guaranty of the Indebtedness.
- To execute and deliver such security agreements, assignments, guarantees, financing statements, lien entry forms and any other documents and agreements, and to do and perform such other acts as may be necessary and required in order to carry into effect the terms, provisions and conditions of, and to consummate the transactions contemplated by, these Resolutions.
- To provide that any guaranty of the Indebtedness, pledge of and/or security interest in the assets of the Company to the Financial Institution be unlimited, except as follows: n/a

*FURTHER RESOLVED, that the Members of the Company have determined that the actions authorized in these Resolutions are in the best interest of the Company and will be to its benefit, and that the execution of any document, instrument or agreement required in furtherance of these Resolutions is authorized by the Company's Articles of Organization or Operating Agreement.

*FURTHER RESOLVED, that these Resolutions and authorities shall continue in full force and effect until revoked or modified by resolution of the Members and until official notice in writing of such change shall be given to, and received and acknowledged by, the Financial Institution, and that all previous acts of and all documents and papers previously executed and/or delivered by any of the Managers of the Company in exercising any of the powers or matters described in these Resolutions are ratified, adopted, confirmed and approved.

THE UNDERSIGNED FURTHER CERTIFIES that the following named persons have been duly appointed as Managers, that they continue to hold the position of Manager at the present time, and that the signatures appearing below are the genuine and original signatures of each, respectively: (Attach separate sheet if additional space is needed.)

NAME	TITLE	SIGNATURE
Nathaniel O. Beauchamp	Managing Member	

SIGNATURE FOR MANAGER

WITNESS my hand on this _____ day of _____, 20____

Manager

WITNESS (GIVEN CONFIRMATION)

Being one of the Managers of the Company (other than the signing Manager),
 I confirm the above certificate as of the date set forth above.

Manager

LIMITED LIABILITY COMPANY GUARANTY and PLEDGING RESOLUTION

DEBTOR(S) NAME(S)	LIMITED LIABILITY COMPANY	FINANCIAL INSTITUTION
Shawnee Outdoors, LLC Nathaniel O. Beauchamp		Citizen Potawatomi Community Development Corporation 1545 Gordon Cooper Drive Shawnee, Oklahoma 74801
State of Organization: Oklahoma		

THE UNDERSIGNED CERTIFIES to the above-named Financial Institution as of the date set forth below that: (1) I am a duly appointed and qualified Manager of the above-named limited liability company (the "Company") and the keeper of the Company records; (2) the following is a true and correct copy of Resolutions duly adopted by all of the Members of the Company either at a meeting at which a quorum was present or by unanimous consent of the Members as evidenced by a memorandum of action duly signed by all Members of the Company; (3) there is no provision in the Company's Articles of Organization or Operating Agreement limiting the power of the Members to adopt the following Resolutions which conform with the provisions of the Articles and Operating Agreement; and (4) the Resolutions which are quoted below are now in full force and effect:

*RESOLVED that any One (1) of the Managers of this Company be, and are by these Resolutions authorized, on behalf of this Company:

- To unconditionally, absolutely and continually guarantee to the following named Financial Institution, hereinafter called Financial Institution:
Citizen Potawatomi Community Development Corporation

that the following named Debtor, hereinafter called Debtor: Nathaniel O. Beauchamp

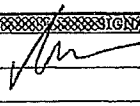
will fully and promptly pay and discharge all indebtedness for which the Debtor now owes or may at any later time become obligated to the Financial Institution, either as principal, guarantor, endorser, or in any other capacity, and whether created by direct dealing with the Financial Institution or otherwise, and regardless of the nature or form of such indebtedness, including without limitation, judgments, promissory notes, open accounts or any other form of indebtedness (collectively, the "Indebtedness").

- To pledge and grant a security interest in any and all assets of the Company as collateral for the Indebtedness and/or the Company's guaranty of the Indebtedness.
- To execute and deliver such security agreements, assignments, guarantees, financing statements, lien entry forms and any other documents and agreements, and to do and perform such other acts as may be necessary and required in order to carry into effect the terms, provisions and conditions of, and to consummate the transactions contemplated by, these Resolutions.
- To provide that any guaranty of the Indebtedness, pledge of and/or security interest in the assets of the Company to the Financial Institution be unlimited, except as follows: n/a

*FURTHER RESOLVED, that the Members of the Company have determined that the actions authorized in these Resolutions are in the best interest of the Company and will be to its benefit, and that the execution of any document, instrument or agreement required in furtherance of these Resolutions is authorized by the Company's Articles of Organization or Operating Agreement.

*FURTHER RESOLVED, that these Resolutions and authorities shall continue in full force and effect until revoked or modified by resolution of the Members and until official notice in writing of such change shall be given to, and received and acknowledged by, the Financial Institution, and that all previous acts of and all documents and papers previously executed and/or delivered by any of the Managers of the Company in executing any of the powers or matters described in these Resolutions are ratified, adopted, confirmed and approved.

THE UNDERSIGNED FURTHER CERTIFIES that the following named persons have been duly appointed as Managers, that they continue to hold the position of Manager at the present time, and that the signatures appearing below are the genuine and original signatures of each, respectively: (Attach separate sheet if additional space is needed.)

NAME	TITLE	SIGNATURE
Nathaniel O. Beauchamp	Member	

WITNESS my hand on this _____ day of _____, 2005

Manager

CERTIFICATE OF VERIFICATION

Being one of the Managers of the Company (other than the signing Manager),
I confirm the above certificate as of the date set forth above.

Manager

© 2005 Citizen Potawatomi Community Development Corporation

EXHIBIT 2

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Felecia Freeman 405-878-4697

B. E-MAIL CONTACT AT FILER (optional)
ffreeman@cpcdc.org

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Citizen Potawatomi Community Development Corp.
1545 Gordon Cooper Drive
Shawnee, Oklahoma 74801

2021040802033184

04/08/2021 10:42:29 AM Pgs: 3
Fee: \$ 10.00
David B. Hooten, Oklahoma County Clerk
Oklahoma County - State of Oklahoma



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

ADA OUTDOORS, LLC

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

1030 W 12TH

CITY

ADA

STATE

OK

POSTAL CODE

74820

COUNTRY

USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME

BEAUCHAMP

FIRST PERSONAL NAME

NATHAN

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

1030 W 12TH

CITY

ADA

STATE

OK

POSTAL CODE

74820

COUNTRY

USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

Citizen Potawatomi Community Development Corporation

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

1545 Gordon Cooper Drive

CITY

Shawnee

STATE

Ok

POSTAL CODE

74801

COUNTRY

4. COLLATERAL: This financing statement covers the following collateral:

PURCHASE MONEY INTEREST CLAIMED. Including but not limited to all business assets to include all inventory, furniture, fixtures, accounts receivables, equipment of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories, and accessions thereto and thereof and all proceeds thereof, (whether in the form of cash, instruments, chattel paper, general intangibles, accounts or otherwise). Including Purchase money claimed for: Purchase Order #136365 for 66,560 of 9mm pistol ammo and 55,000 556 rifle ammo described on attachment A

EXHIBIT

20

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction☐ Manufactured-Home Transaction☐ A Debtor is a Transmuting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):

☐ Lessor/Lessor☐ Consignee/Consignor☐ Seller/Buyer☐ Ballot/Ballot☐ Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA:

EXHIBIT 2

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

ADA OUTDOORS, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

SHAWNEE OUTDOORS, LLC

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

40960 Hardesty Rd

CITY

SHAWNEE

STATE

OK

POSTAL CODE

74801

COUNTRY

USA

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☐ This FINANCING STATEMENT is to be filed [(or record) (or recorded) in the REAL ESTATE RECORDS (if applicable)]

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in Item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

EXHIBIT 2

ATTACHMENT A

FARRIS BROTHERS, INC.
24 RATCLIFF LANE

PURCHASE ORDER

HATTIESBURG MS 39402
Phone: 601-264-8444

Vendor Copy

Number	136365
Date	01/18/2021
Page	1

Vendor ADA201	ADA OUTDOORS 1030 W 12TH STREET ADA, OK 74820	Ship To 01	FARRIS BROTHERS WAREHOUSE 24 RATCLIFF LANE HATTIESBURG MS 39402					
Buyer	Terms	Ship Via	FOB	Freight	Ref	Expected	Customer	
DLH	NET ROG		ADA	PREPAID		01/18/21		
Vendor Item #	Item	Description	Units	UM	Cost	UM	Extension	LN#
8605003811701	PPH9F1	PPU PISTOL AMMO 9mm FMJ 115gr 50bx	66560	EA	21.00	EA	1397760.0	001
86050038122500	PPN5560	PPU RIFLE AMMO 556 NATO FMJ 55gr 20	55000	EA	11.20	EA	616000.00	002
			Amount	Net	Freight	Total		
			2013760.00	.00	.00	2013760.00		

EXHIBIT 2

AS SOON AS POSSIBLE

PROMISSORY NOTE – Fixed or Variable Rate - CommercialDATE OF NOTE
03/30/2023

DEBTOR(S) NAME(S) Ada Outdoors, LLC Shawnee Outdoors, LLC Nathaniel O. Beauchamp		LENDER(S) NAME AND ADDRESS Citizen Potawatomi Community Development Corporation 1545 Gordon Cooper Drive Shawnee, Oklahoma 74801	
DEBTOR'S ADDRESS 1030 W 12 th Street Ada, OK 74820			
NOTE NUMBER 8530	FIXED INTEREST RATE PER ANNUM 5.0%	MATURITY DATE 04/01/2024	PRINCIPAL AMOUNT \$2,330,204.05
		SOCIAL SECURITY/TIN NUMBER: [REDACTED]	<input type="checkbox"/> 360 DAY <input checked="" type="checkbox"/> 365 DAY
<input type="checkbox"/> NEW LOAN <input checked="" type="checkbox"/> RENEWAL OF LOAN NUMBER(S) #394 <input type="checkbox"/> FULLY ADVANCED <input type="checkbox"/> MULTIPLE ADVANCES <input type="checkbox"/> REVOLVING CREDIT		PURPOSE OF LOAN To provide funding to the businesses herein described, for the renewal of loan #8394	
COLLATERAL DESCRIPTION All business assets to include all inventory, fixtures, accounts receivables, equipment; now owned or to be acquired by the business; 66,560 of 9mm pistol ammo and 55,000 556 rifle ammo and undeveloped R/E in Ada OK			
PAYMENT TERMS 3 quarterly accrued interest payments beginning July 01, 2023 and quarterly thereafter with a final balloon payment of all unpaid principal, fees, and interest due on April 01, 2024. In addition to the interest payments there will be a principal payment from the sale and release of ammo.			

Notwithstanding any provision to the contrary, the law of Citizen Potawatomi Nation will govern the construction and enforcement of this agreement. All parties understand and agree that Citizen Potawatomi Nation Tribal Court has jurisdiction to resolve any dispute under this agreement and the parties do hereby submit to the personal jurisdiction of, and waive any objection to venue in, the Citizen Potawatomi Nation Tribal Court for the resolution of any dispute arising out of this agreement.

PROMISE TO PAY. For value received, the undersigned Debtor, whether one or more, and jointly and severally if more than one, agree to the terms of this Note and promises to pay to the order of the Lender named above at its place of business as indicated in this Note or at such other places as may be designated in writing by Lender, the Principal Amount of this Note together with interest on the unpaid Principal Amount until maturity at the per annum interest rate or rates stated above and according to the Payment Terms stated in this Note. Interest on this Note is calculated on the actual number of days elapsed on a basis of a 360 or 365 day year, as indicated above. For purposes of computing interest and determining the date principal and interest payments are received, all payments will be deemed made only when received in collected funds. Payments are applied first to accrued and unpaid interest and other charges, and then to unpaid Principal Amount. In this Note, "Debtor" includes any party liable under this Note, including endorses, co-makers, guarantors and otherwise, and "Lender" includes all subsequent holders.

VARIABLE RATE. If this is a Variable Rate transaction as indicated above, the interest rate shall vary from time to time with changes (whether increases or decreases) in the Rate shown above. This interest rate on this Note will be the Index Rate plus a Margin, if any, as indicated above. Each change will become effective on the same date the Index Rate changes unless a different effective date is indicated above. If the Index Rate is Lender's base or prime rate, it is determined by Lender in its sole discretion, primarily on a basis of its cost of funds, and is not necessarily the lowest rate Lender is charging its customers, and is not necessarily a published rate.

LATE PAYMENTS. When permitted by law, any principal and/or interest amount not paid within 5 calendar days after will be assessed 5.000% of the amount past due, as a late charge fee. In addition, any principal and/or interest not paid by the maturity date of this Note shall thereafter bear interest at the applicable rate stated in this Note. In no event shall the interest rate and related charges either before or after maturity be greater than permitted by law.

ALL PARTIES PRINCIPAL. All Debtors shall each be regarded as a principal and each Debtor agrees that any Debtor, with Lender's approval and without notice to any other Debtor, may from time to time renew this Note or consent to one or more extensions or deferrals of the Maturity Date for any term(s) or to any other modification(s), and all Debtors shall be liable in same manner as on the original Note.

ADVANCES AND PAYMENTS. If the Fully Advanced box is checked, then the Debtor acknowledges that the entire Principal Amount has been advanced to the Debtor or for Debtor's account or benefit. If the Multiple Advances box is checked, then the Debtor understands that the Lender will disburse the proceeds of this Note in increments, up to the Principal Amount, but that even if the Debtor prepay, the Debtor has no right to reborrow any amounts disbursed. The balance that the Debtor owes under this Note is the aggregate of all such disbursements, less any payments of principal made on this Note. Interest will accrue only on the actual amount of principal disbursed and outstanding from time to time. If the Revolving Credit box is checked, then the Debtor understands that the Lender will disburse the proceeds of this Note in increments up to the Principal Amount and that the remaining terms of this paragraph shall apply to this Note. The balance that the Debtor owes under this Note is the aggregate of all such disbursements, less any payments of principal made on this Note. Interest will accrue only on the actual amount of all such advances outstanding at any one time cannot exceed the Principal Amount, but that the Debtor may repay and reborrow up to the Principal Amount during the term of this Note. If the aggregate outstanding amount advanced under this Note ever exceeds the Principal Amount, then the Debtor will repay the excess upon demand, plus interest on the excess. There may be times when no principal is outstanding on this Note, but this Note and any collateral securing this Note remain valid and effective as to future advances under this Note. Any loans or advances the Lender makes to the Debtor or for the Debtor's account or benefit are presumed to be made under the terms of this Note. The Lender may make advances under this Note at the oral or written request of any person designated or authorized by the Debtor until the Debtor revokes such designation or authorization in writing received by the Lender, provided that the Lender has the right, but is not obligated, to require written authorization from the Debtor prior to honoring any oral request. Interest will accrue only on the actual amount of principal disbursed and outstanding from time to time.

PREPAYMENT. Debtor shall have the right to prepay all or any part of the principal due under this Note at any time, subject to the following conditions: (a) all interest must be paid through the date of any prepayment; (b) if this Note provides for monthly or other periodic payments, there will be no changes in the due dates or amounts following any partial prepayments unless Lender agrees to such changes in writing; (c) upon prepayment, in whole or in part, Lender may charge and Debtor agrees to pay a fee or premium calculated as follows (this fee/premium provision will not apply if prohibited by applicable law):

COLLATERAL. This Note and all other obligations of Debtor to Lender, including renewals and extensions, are secured by all collateral securing this Note and by all other security interests and mortgages previously or later granted to Lender and by all money, deposits and other property owned by any Debtor and in Lender's possession or control.

ACCELERATION. At option of Lender, the unpaid balance of this Note and all other obligations of Debtor to Lender, whether direct or indirect, absolute or contingent, now existing or later arising, shall become immediately due and payable without notice or demand, upon or after the occurrence or existence of any of the following events or conditions: (a) any payment required by this Note or by any other note or obligation of Debtor to Lender or to others is not made when due, or any event or condition occurs or exists which results in acceleration of the maturity of any Debtor's obligation to Lender or to others under any promissory note, agreement or undertaking; (b) Debtor defaults in performing any covenant, obligation, warranty or provision contained in any loan agreement or in any instrument or document securing or relating to this Note or any other note or obligation of Debtor to Lender or to others; (c) any warranty, representation, financial information or statement made or furnished to Lender by or on behalf of Debtor proves to have been false in any material respect when made or furnished; (d) any levy, seizure, garnishment or attachment is made against any asset of any Debtor; (e) Lender determines, at any time and in Lender's sole discretion, that the prospect of payment of this Note is impaired; (f) whenever, Lender's sole judgment, the collateral for the debt evidenced by this Note becomes unsatisfactory or insufficient either in character or value and, upon request, Debtor fails to provide additional collateral as required by Lender; (g) all or any part of the collateral for the debt evidenced by this Note lost, stolen, substantially damaged or destroyed; (h) death, incompetency, insolvency, dissolution, or change in ownership or control management, or termination of existence of any Debtor; or (i) a receiver is appointed over all or part of any Debtor's property, or any Debtor makes an assignment for the benefit of creditors, files for relief under any bankruptcy or insolvency laws, or becomes subject to all involuntary proceedings under such laws.

RIGHT OF OFFSET. Except as otherwise restricted by law, any indebtedness due from Lender to Debtor, including, without limitation, any deposits or credit balances due from Lender, is pledged to secure payment of this Note and any other obligation to Lender of Debtor, and may at any time while the whole or any part of such obligation(s) remain(s) unpaid, either before or after maturity of this Note, be set off, appropriated, held or applied toward the payment of this Note, be set off, appropriated, held or applied toward the payment of this Note or any other obligation to Lender by any Debtor.

ADDITIONAL PROVISIONS. (1) Limitations on Suit – Liability for damages which the Citizen Potawatomi Community Development Corporation may be found responsible must arise solely pursuant to this Agreement and shall be strictly limited to only the principal amount of the loan, the Corporation's equity interest in the Debtor's enterprise, or the Corporation's security interest in Obligor's property (whichever is greater), and such recovery, if any, shall be exclusively limited to only the assets of the Corporation. (2) Debtor agrees, if requested, to furnish to Lender copies of income tax returns as well as balance sheets and income statements for each fiscal year following Date of Note and at more frequent intervals as Lender may require. (3) No waiver by Lender of any payment or other right under this Note or any related agreement or documentation shall operate as a waiver of any other payment or right. All Debtors waive presentment, notice of acceleration, notice of dishonor and protest and consent to substitutions, releases and failure to perfect as to collateral and to additional releases of any Debtor. (4) This Note and the obligations evidenced by it are to be construed and governed by the laws of the state indicated in Lender's address shown in this Note. (5) All Debtors agree to pay costs of collection including, as allowed by law, an attorney's fee equal to a maximum of 15% of all sums due upon default or such other maximum fee as allowed by law. (6) All parties signing below acknowledge receiving a completed copy of this Note and related documents, which contain the complete and entire agreement between Lender and any party liable for payment under this Note. No variation, condition, modification, change, amendment, extension or renewal (collectively referred to as a "Revision") of this Note or related documents shall be binding unless in writing and signed by Lender and Debtor. If there is more than one Debtor, any Debtor may agree to a Revision of this Note and/or related documents, and all Debtors agree to be bound by such Revision. No legal relationship is created by the execution of this Note and related documents except that of debtor and creditor or as stated in writing.

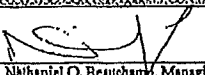
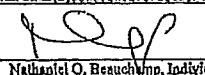

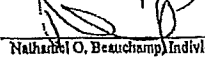
DEBTOR(S) SIGNATURE(S)	
 Nathaniel O. Beauchamp, Managing Member	 Nathaniel O. Beauchamp, Individual
 Nathaniel O. Beauchamp, Managing Member	 Nathaniel O. Beauchamp, Individual

EXHIBIT 2**EXHIBIT**

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WHEN RECORDED, RETURN TO:
Citizen Potawatomi Community Development
Corporation
1345 S. Gordon Cooper Drive
Shawnee, Oklahoma 74801

MODIFICATION OF MORTGAGE (No New Money)

THIS MODIFICATION OF MORTGAGE ("Modification") is dated March 30,
2023 between:

Ada Outdoors, LLC, an Oklahoma Limited Liability Company

(referred to below as "Mortgagor"), whose address is 1030 W 12th Street Ada OK 74820

and Citizen Potawatomi Community Development Corporation (referred to below as "Mortgagee") whose address is
1545 Gordon Cooper Drive Shawnee OK 74801

MORTGAGE, Mortgagor and Mortgagee have previously entered into a mortgage dated 08/28/2018 and recorded in the County Clerk's office of
Pontotoc County, State of Oklahoma in Book 3228, Page 125-126

And modifications of the mortgage, if any, dated and recorded as follows:

Date	County and State of Recording	Book Number	Page Number(s)
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The mortgage and any previous modifications described above are collectively referred to as the "Mortgage."

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property, buildings, improvements and fixtures located in

Pontotoc County, State of Oklahoma (the "Mortgaged Property");


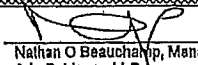
A part of the SW/4 of Section 6, Township 3 North, Range 6 East of the Indian Base and Meridian, Pontotoc County, Oklahoma, described as follows: Commencing at the Southeast Corner of the SW/4 of SE/4 of SW/4 of said Section 6; thence S 89°16'21" W along the South line thereof a distance of 376.66 feet to the point of beginning; thence continuing S 89°16'21" W along said South line a distance of 276.06 feet to a point on the East right-of-way line of State Highway 1; thence N 00°22'51" E along and with said East right-of-way line a distance of 239.82 feet; thence continuing along and with said East right-of-way line on a curve to the left, said curve having a radius of 2034.86 feet which a chord bearing N 02°27'47" W and a chord length of 201.67 feet, an arc distance of 202.05 feet; thence N 89°16'54" E a distance of 280.68 feet; thence S 00°20'06" E a distance of 441.62 feet to the point of beginning.

The address of the Mortgaged Property is:

MODIFICATION. The Mortgagor and Mortgagee agree to modify the Mortgage, in addition to any previous modifications stated above, as follows:
Renewal of loan #8351 and 8394 in the principal amount of \$2,330,304.05 with a maturity date of 04/01/2023 with no new money.

CONTINUING VALIDITY. The terms of the Mortgage shall remain unchanged and in full force and effect, except as expressly modified above. Mortgagee's consent to this Modification does not waive Mortgagee's right to require strict performance of the Mortgage as modified above nor obligate Mortgagee to agree to any future modifications. Nothing in this Modification shall be construed as satisfaction of the Promissory Note or other credit agreement secured by the Mortgage (the "Note"). The indebtedness of the Mortgagor to the Mortgagee evidenced by the Note is a continuing indebtedness and the security interest created by the Mortgage is a continuing security interest. Nothing contained in this Modification shall be interpreted to mean any outstanding balance owing under the Note is paid or any security interest created by the Mortgage is released or terminated. The Mortgagee intends to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, unless a party is expressly released by Mortgagee in writing. If a person who signed the Mortgage does not sign this Modification, then all persons signing below acknowledge and agree that this Modification is given conditionally, based on the representation to the Mortgagee that the non-signing person consents to the changes and provisions of this Modification and will not be released by it.

EACH MORTGAGOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH MORTGAGOR AGREES TO ITS TERMS.

SIGNATURES AND ACKNOWLEDGEMENT	
<p>MORTGAGOR'S SIGNATURE</p> <p></p> <p>By: <u>Nathan O Beauchamp, Managing Member of Ada Outdoors, LLC</u></p>	<p>MORTGAGEE'S SIGNATURE</p> <p></p> <p><u>Nathan O Beauchamp, Managing Member of Ada Outdoors, LLC</u></p>
<p>STATE OF OKLAHOMA } SS.</p> <p>COUNTY OF Potawatomi }</p> <p>The foregoing instrument was acknowledged before me on this _____ day of _____ by</p> <p><u>Nathan O Beauchamp, Managing Member of Ada Outdoors, LLC</u></p> <p>My Commission Expires: _____</p> <p>NOTARY PUBLIC</p>	

EXHIBIT

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EXHIBIT 2

SECURITY AGREEMENTDATE OF NOTE
03/30/2023

DEBTOR'S NAME(S)	SECURED PARTY'S NAME AND ADDRESS
Ada Outdoors, LLC Shawnee Outdoors, LLC Nathaniel O. Beauchamp	Citizen Potawatomi Community Development Corporation 1545 Gordon Cooper Drive Shawnee, Oklahoma 74801
DEBTOR'S ADDRESS	
1030 W 12 th Street Ada, OK 74820	

- I. GRANT OF SECURITY INTEREST.** For value received, the undersigned (referred to as "Debtor" whether one or more) grants to Secured Party named above a security interest in the Collateral described below to secure the payment of the "Indebtedness" (as defined below) and performance of all Debtor's obligations and agreements in this Agreement or other documents evidencing the Indebtedness. For purposes of this Agreement, any term used in the Uniform Commercial Code, as adopted and revised from time to time in the State of Oklahoma and/or Citizen Potawatomi Nation ("UCC"), and not defined in this Agreement has the meaning given to the term in the UCC. Debtor's location (if other than the address reflected above) is in the state of OK.
- II. DESCRIPTION OF COLLATERAL.** The "Collateral" shall include:
PURCHASE MONEY INTEREST CLAIMED. Including but not limited to all business assets to include all inventory, furniture, fixtures, accounts receivables, equipment of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories, and acccessions thereto and thereof and all proceeds thereof, (whether in the form of cash, instruments, chattel paper, general intangibles, accounts or otherwise), 66,560 of 9mm pistol ammo and 55,000 556 rifle ammo and undeveloped R/B in Ada Oklahoma.
 The term "Collateral" also includes to the extent not listed above as original collateral:
- (1) **After-Acquired Property.** After-acquired property, provided, however, the security interest will not attach to (a) consumer goods, other than an accession when given as additional security, unless the Debtor acquires rights in them within 10 days after the Secured Party gives value; or (b) a commercial tort claim.
 - (2) **Proceeds.** Proceeds, products, additions, substitutions and accessions of the Collateral.
 - (3) **Deposits.** Unless prohibited by law, any property (excluding Individual Retirement Accounts and other qualified retirement accounts), tangible or intangible, in possession of Secured Party at any time during the term of this Agreement, or any indebtedness due from Secured Party to Debtor and any deposit or credit balances due from Secured Party to Debtor, and Secured Party may at any time while the whole or any part of the Indebtedness remains unpaid, whether before or after maturity thereof, be appropriated, held or applied toward payment of the Indebtedness or any obligation of Debtor to Secured Party.
- III. SECURED INDEBTEDNESS.** The security interest granted under this Agreement secures the following (referred to as the "Indebtedness"): (1) the performance of all of the agreements, obligations, covenants and warranties of Debtor as set forth in this Agreement or any other agreement between Debtor and Secured Party; (2) all liabilities of Debtor to Secured Party of every kind and description, including (a) all promissory notes given from Debtor to Secured Party; (b) all future advances from Secured Party to Debtor, whether in the form of a loan for a similar or different purpose than any other loan to Debtor; (c) Debtor's overdrafts, whether business or personal; (d) direct or indirect liabilities; (e) liabilities due or to become due and whether absolute or contingent; and (f) liabilities now existing or hereafter arising and however evidenced; (3) all extensions, renewals and deferrals of liabilities of Debtor to Secured Party for any term or terms, to which the undersigned hereby consents; (4) all interest and other finance charges due or to become due on the liabilities of Debtor to Secured Party; (5) All expenditures by Secured Party involving the performance or enforcement of Debtor's obligations, agreements, covenants and warranties under this Agreement or any other agreement between Debtor and Secured Party; and (6) All costs, attorneys' fees and other expenditures of Secured Party in the collection and enforcement of any obligation or liability of Debtor to Secured Party and in the collection and enforcement, sale or other liquidation of any of the Collateral.
- IV. GENERAL PROVISIONS.**
- 1. GOVERNING LAW.** Notwithstanding any provision to the contrary, the law of Citizen Potawatomi Nation will govern the construction and enforcement of this agreement. All parties understand and agree that Citizen Potawatomi Nation Tribal Court has jurisdiction to resolve any dispute under this agreement and the parties do hereby submit to the personal jurisdiction of, and waive any objection to venue in, the Citizen Potawatomi Nation Tribal Court for the resolution of any dispute arising out of this agreement.
 - 2. WAIVERS.** No set, delay or omission, including Secured Party's written express waiver of a remedy after any default under this Agreement, shall constitute a waiver of any of Secured Party's rights and remedies not expressly waived in writing under this Agreement or any other agreement between the parties. All of Secured Party's rights and remedies are cumulative and may be exercised singly or concurrently. The waiver or exercise of any one or more rights or remedies will not be a waiver or a bar to the exercise of any other rights or remedies upon any subsequent default. No waiver, change, modification or discharge of any of Secured Party's rights or remedies or Debtor's duties as specified or allowed by this Agreement will be effective unless in writing and signed by a duly authorized officer of Secured Party. Acceptance of any partial or late payment shall not constitute a waiver of any requirement of this Agreement or impose any additional notification duties upon Secured Party. Debtor and all other signers, including guarantors, waive presentment, notice of dishonor and protest, notice of default, notice of intention to accelerate and notice of acceleration and consent to any and all extensions of time for any term or terms regarding payment due, partial payments, or renewals before or after maturity. Debtor and all other signers, including guarantors, further consent to substitution, replacement, release or nonperfection with regard to the Collateral, and the addition or release of or agreement not to sue any party or guarantor.
 - 3. AGREEMENT BINDING ON ASSIGNS.** This Agreement inures to the benefit of Secured Party's successors and assigns, and is binding upon Debtor's heirs, executors, administrators, representatives, successors and permitted assigns (and all persons who become bound as a debtor to this Security Agreement), but no person taking front or representing Debtor has any right to advances under any instrument or document secured by this Agreement.
 - 4. CHANGES IN TERMS.** Secured Party reserves the right to change any of the terms of this Agreement in accordance with applicable law and the provisions of this Agreement.
 - 5. TERM OF AGREEMENT.** This Agreement, and the security interest created by this Agreement, will remain in force until all of the Indebtedness is paid in full, unless the security interest created by this Agreement is earlier released by Secured Party in writing.
 - 6. RIGHTS OF SECURED PARTY ASSIGNABLE.** Secured Party, at any time and at its option, may pledge, transfer or assign its rights under this Agreement in whole or in part, and any transferee or assignee shall have all Secured Party's rights or the parts of them so pledged, transferred or assigned. Debtor's rights under this Agreement or in the Collateral may not be assigned without Secured Party's prior written consent.
- V. JOINT AND SEVERAL RESPONSIBILITY OF DEBTOR AND SURETIES.** The responsibilities of Debtor and any co-debtor, guarantor, surety or accommodation party under this Agreement are joint and several, and the references to Debtor in this Agreement shall be deemed to refer to each such person, including any person who pledges Collateral even if such pledgor is not otherwise liable under any promissory note, guaranty or other instrument secured by this Agreement.
- 7. SEPARABILITY OF PROVISIONS.** If any provision of this Agreement shall for any reason be held invalid or unenforceable such invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never existed.
- 9. ENTIRE AGREEMENT.** This Agreement, together with any mortgage of real estate which may be Collateral, constitutes the entire agreement between the parties with respect to the subjects addressed herein. This Agreement may be amended or modified only by a writing signed by Secured Party specifying that it is a modification, amendment or addition to this Agreement.
- V. EVENTS OF DEFAULT.** Debtor shall be in default under this Agreement upon the happening of any one or more of the following events or conditions, called "Events of Default" in this Agreement:
1. If any warranty, covenant, agreement, representation, financial information or statement made or furnished to Secured Party by Debtor, any guarantor or surety, or otherwise on Debtor's behalf to induce Secured Party to enter into this Agreement, or in conjunction with it, is violated or proves to have been false in any material respect when made or furnished.
 2. If any payment required in this Agreement or under any other agreement or obligation of Debtor to Secured Party or to others is not made when due or in accordance with the terms of the applicable contract.
 3. If Debtor defaults in the performance of any covenant, obligation, warranty, or provision contained in this Agreement or any other agreement, mortgage or obligation of Debtor to Secured Party or to others, including without limitation Debtor's failure to insure the Collateral or unlawful use of the Collateral.
 4. If any event or condition exists or occurs which results in acceleration of the maturity of any obligation of Debtor to Secured Party or to others under any note, mortgage, indenture, agreement, or undertaking.
 5. If anyone makes any levy against or seizes, garnishes or attaches any of the Collateral; if Debtor consensually encumbers any of the Collateral; or if Debtor sells, leases, or otherwise disposes of any of the Collateral without Secured Party's prior written consent as required by this Agreement or any mortgage executed in connection with this Agreement.
 6. If the Collateral is lost, stolen, substantially damaged or destroyed.
 7. If, in Secured Party's judgment, the Collateral becomes unsatisfactory or insufficient in character or value, and upon request Debtor fails to provide additional Collateral as required by Secured Party.
 8. If at any time Secured Party, in its sole discretion, believes the prospect of payment or performance of any duty, covenant, warranty or obligation secured by this Agreement is impaired.
 9. If Debtor or any guarantor or surety dies, dissolves, terminates existence, or becomes insolvent; if a receiver is appointed over any part of Debtor's property or any part of the Collateral; if Debtor makes an assignment for the benefit of creditors; or if any proceeding is commenced under any bankruptcy or insolvency law by or against Debtor or any guarantor or surety for Debtor.
 10. If the Collateral is removed from the location specified in this Agreement or in a separate notice to Secured Party without Secured Party's prior written consent, except for temporary periods in the normal and customary use of the Collateral.
 11. Secured Party shall receive at any time following the Closing a filing office report indicating that Secured Party's security interest is not prior to all other security interests or other interests reflected in the report.
- VI. ADDITIONAL PROVISIONS.** The undersigned specifically agree to all of the "Additional Provisions" on the reverse side of this Agreement.


SECURED PARTY'S SIGNATURE(S)	DEBTOR'S SIGNATURE(S)
Citizen Potawatomi Community Development Corporation	Nathaniel O. Beauchamp, Managing Member
	Nathaniel O. Beauchamp, Individual
Robert L. Crockett, Commercial Loan Officer	Nathaniel O. Beauchamp, Managing Member
	Nathaniel O. Beauchamp, Individual

EXHIBIT 2**EXHIBIT**

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ADDITIONAL PROVISIONS

DEBTOR EXPRESSLY REPRESENTS, WARRANTS, COVENANTS AND AGREES:

EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS

1. **FINANCIAL INFORMATION.** All periodic financial statements and other financial information and representations which have been, or may hereafter be, furnished to Secured Party by Debtor in connection with this Agreement shall be true, correct and complete in all material respects and shall not be misleading in any way. Debtor warrants that all such information and representations are true, correct and complete in all material respects and shall not be misleading in any way. Debtor warrants that all such information and representations are true, correct and complete in all material respects and shall not be misleading in any way.
2. **INFORMATION ON COLLATERAL.** Debtor will furnish to Secured Party information necessary to identify all Collateral, in a form and in such detail as Secured Party may request. Debtor shall deliver to Secured Party, upon request, such copies of purchase orders, invoices, delivery and warehouse receipts, and all other documents and records which relate to the Collateral, and will use its best efforts to obtain and deliver to Secured Party all such documents and records which relate to the Collateral.
3. **DISPOSAL OF COLLATERAL.** Debtor shall not dispose of the Collateral in any manner which would constitute a breach of this Agreement, and shall not dispose of the Collateral in any manner which would constitute a breach of this Agreement, and shall not dispose of the Collateral in any manner which would constitute a breach of this Agreement.
4. **FINANCIAL STATEMENTS.** Debtor shall prepare and deliver to Secured Party, upon request, such copies of financial statements and other financial information and representations which have been, or may hereafter be, furnished to Secured Party by Debtor in connection with this Agreement.
5. **LOCATION OF COLLATERAL.** Debtor shall maintain the Collateral in its present location, and shall not move the Collateral to any other location without the prior written consent of Secured Party.
6. **USE OF COLLATERAL.** Debtor shall not use the Collateral for any purpose other than the purpose for which it was acquired, and shall not use the Collateral for any purpose other than the purpose for which it was acquired.
7. **INDEMNIFICATION.** Debtor shall indemnify and hold Secured Party harmless from and against all claims, damages, losses, expenses, and costs, including reasonable attorneys' fees, which may be asserted against or incurred by Secured Party as a result of Debtor's breach of this Agreement.
8. **ASSIGNMENT.** Debtor shall not assign, transfer, or otherwise dispose of its rights or obligations under this Agreement without the prior written consent of Secured Party.
9. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between Debtor and Secured Party with respect to the subject matter hereof, and shall supersede all other agreements, understandings, and negotiations between them.
10. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York.
11. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.
12. **WARRANTY.** Debtor warrants that the Collateral is free from all liens, claims, and other encumbrances, and that it is in good condition and ready for use.
13. **FORCE MAJEURE.** In the event of a force majeure event, the obligations of the parties under this Agreement shall be suspended for a period of time.
14. **ASSIGNMENT OF CLAIMS.** Debtor shall assign to Secured Party all of its claims and causes of action arising out of this Agreement.
15. **ASSIGNMENT OF CLAIMS.** Debtor shall assign to Secured Party all of its claims and causes of action arising out of this Agreement.
16. **ASSIGNMENT OF CLAIMS.** Debtor shall assign to Secured Party all of its claims and causes of action arising out of this Agreement.
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20. **ASSIGNMENT OF CLAIMS.** Debtor shall assign to Secured Party all of its claims and causes of action arising out of this Agreement.

REMARKS

Intentionally as to Debtor's liability for damages which the Collateral Provider or its assignee may incur in connection with this Agreement, and shall be strictly limited to the principal amount of the loan, the Collateral Provider's equity interest in the Debtor's enterprise, or the Collateral Provider's security interest in the Collateral's property (whichever is greater), and such recovery, if any, shall be exclusively limited to only the assets of the Collateral Provider.

Upon the occurrence of an Event of Default, and at any time thereafter, Secured Party may, except as otherwise provided by law, at its option and without notice or demand to Debtor, exercise any and all rights and remedies provided by this UCC, as well as all other rights and remedies Secured Party possesses, including but not limited to the right to:

1. Declare all liabilities secured by this Agreement immediately due and payable, and/or proceed to enforce payment and performance of all such liabilities, provided that upon any prepayment in full of the unpaid balance of such liabilities, Debtor shall be entitled to a refund of any unearned portion of any finance or other charges in accordance with law.
2. Revoke Debtor's assignment of the Collateral or evidence of the Collateral and make it available to Secured Party at a place Secured Party designates which is reasonably convenient to both parties. Debtor shall be responsible for any expenses and damages Debtor wrongfully incurs in connection with law and this Agreement, Debtor wrongfully fails to make the Collateral available to Secured Party, All such expenses and damages are secured by Secured Party's security interest in the Collateral granted by this Agreement.
3. Repossess the Collateral, and the Collateral Provider is granted authority to enter into and upon any premises on which any part of the Collateral may be situated and remove it. Debtor waives any claim in connection with or arising from an entry possession made in connection with a repossession. A Debtor authorizes Secured Party or its independent contractors to take possession of and hold any property located in or temporarily attached to the Collateral. If Debtor has not vacated such property within 10 days after notice of its taking and location is not in Debtor's possession, any property which is sold and the proceeds applied to expenses and other amounts due from Debtor to Secured Party. Any balance of such proceeds remaining after payment in full of all amounts secured by this Agreement shall be paid to Debtor.
4. Pursue all books and records of Debtor or pertaining to the Collateral and any personal property in or associated with the Collateral, and for this purpose Secured Party is granted authority to enter into and upon any premises at which any part of such books and records may be situated and remove them. Any such property and necessary to enforce Secured Party's rights shall be returned to Debtor on demand, or otherwise upon expiration of time.
5. Transfer any or all Collateral or evidence of the Collateral from Secured Party's name to that of a nominee, and execute the proceeds and hold the same as security for Debtor's liabilities to Secured Party or apply the proceeds to any or all of Debtor's liabilities to Secured Party, and may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, release or otherwise dispose of the Collateral, in Secured Party's own name or in Debtor's name, as Secured Party may determine.
6. Sell or otherwise dispose of the Collateral, Debtor's Collateral in whole or part in public or private sale or other disposition or otherwise to be made. Such notice shall be adequate if given at Debtor's address set forth in this Agreement by mailing the notice at least 10 days before any sale or other disposition or sale. Secured Party shall be entitled to, and Debtor shall be liable for, reimbursement of all reasonable costs and expenses of realizing on the security interest in the Collateral, including without limitation court costs, fees for repairs, repairs, and preparation costs for sale, selling costs and attorneys' fees. All such costs are secured by the security interest in the Collateral granted by this Agreement, except as provided above under "Expenses." Additionally, if the Collateral has not been sold, and if the mortgage is not in the Collateral, Debtor shall be liable for the reasonable costs of the Collateral Provider of this Agreement. If there is a deficiency more than the Face of Sale, Debtor waives any right to the Collateral, unless Secured Party obtains an appraisal. Appraisal shall be at the Secured Party's sole option, to be declared when the petition is filed or when judgment is taken.

Debtor waives any right it may have to require Secured Party to pursue any third person for any of its liabilities. Secured Party may employ any applicable state or federal law, regulations in connection with a disposition of the Collateral and compliance will not be considered a duty to effect the commercial reasonableness of any sale of the Collateral. Secured Party may sell or otherwise dispose of the Collateral by public or private sale. Secured Party may sell the Collateral without giving any warranties as to the Collateral and may specifically disclaim any warranty of title or the like. This procedure will not be considered a duty to effect the commercial reasonableness of any sale of the Collateral. If Secured Party sells the Collateral and the Collateral is not sold, and if the mortgage is not in the Collateral, Debtor shall be liable for the reasonable costs of the Collateral Provider of this Agreement. If there is a deficiency more than the Face of Sale, Debtor waives any right to the Collateral, unless Secured Party obtains an appraisal. Appraisal shall be at the Secured Party's sole option, to be declared when the petition is filed or when judgment is taken.

Secured Party shall not be liable for filing to collect any account, enforce any payment right, or any other act or omission on the part of Secured Party, its officers, agents or employees, except as the same constitutes a breach of Debtor's obligation to pay a commercially reasonable manner. Secured Party shall have no liability in connection with any commercial use of any property situated in the area of Debtor's location, but this standard shall not constitute a disclaimer of any procedures which otherwise may be reasonable under the circumstances nor require Secured Party to take steps to preserve rights against prior parties in an instrument of chattel paper.

GUARANTY AGREEMENT

DATE OF AGREEMENT
03/30/2023

DEBTOR NAME AND ADDRESS	GUARANTOR NAME AND ADDRESS
Ada Outdoors, LLC Shawnee Outdoors, LLC Nathaniel O. Beauchamp 1030 W 12 th Street Ada, OK 74820	Citizen Potawatomi Community Development Corporation 1545 Gordon Cooper Drive Shawnee, Oklahoma 74801

- A. To induce the Lender to extend credit to the Debtor and for other good and valuable consideration, the receipt of which is acknowledged, and for the purpose of enabling the Debtor to obtain or renew loans, credit or other financial accommodations from the Lender named above, each of the undersigned as a primary obligor, jointly and severally and unconditionally: (1) guarantees to the Lender that Debtor will fully and promptly pay or otherwise discharge all indebtedness and other obligations ("debt") upon which Debtor now or may later, from time to time, become obligated to Lender as principal, guarantor, endorser, or in any other capacity, and whether joint or several liability or liability created by direct dealing with Lender or through transfer from others, and regardless of the nature and form of indebtedness and whether due or not due; (2) agrees, without the Lender first having to proceed against Debtor or any other party liable or to enforce any security, to pay on demand all sums due and to become due to Lender from Debtor and all interest, costs, attorney fees or expenses which may be suffered or incurred by Lender by reason of Debtor's default or the default of the undersigned; (3) except as aforesaid, agrees to be bound by and on demand to pay any deficiency or difference between all indebtedness of the Debtor and the proceeds of any private or public sale (including a sheriff's sale) of the security held by Lender, with or without notice to the undersigned; (4) agrees that liability under this Agreement will not be affected or impaired by any failure, neglect or omission, including a failure or delay to perfect or maintain perfection of a security interest, either in relation to the collection of the indebtedness or the perfection of the security given, and regardless of whether the Lender fails or omits to seek or is precluded from making a judgment against Debtor; and (5) further agrees that the liability of the undersigned shall not be affected by any lack of validity or enforceability due to discharge, claim, discharge or otherwise of any indebtedness guaranteed by this Agreement or of the security of the indebtedness.
- B. Lender may at any time and from time to time without the further consent of or notice to the undersigned, without incurring responsibility to the undersigned and without impairing or releasing the obligations of the undersigned, and upon any terms and conditions the Lender may elect: (1) change the nature, place or terms of payment or extend the time of payment of any indebtedness of Debtor to Lender; (2) renew, increase or alter any indebtedness of Debtor to Lender; (3) raise or lower the interest rate or rates charged Debtor; (4) sell, exchange, release, surrender, realize upon or otherwise deal or not deal with in any manner and in any order any property at any time pledged to secure or secure the indebtedness of Debtor to Lender or any liability incurred directly or indirectly under this Agreement, or any efforts against any such indebtedness or liability; (5) exercise or refrain from exercising any rights against Debtor or others, or otherwise act or refrain from acting; (6) settle or compromise any indebtedness guaranteed or incurred; (7) subordinate the payment of all or part of any indebtedness of Debtor to Lender to the payment of any liability which may be due to Lender or others; (8) apply any sums paid by or for the account of Debtor to any indebtedness of Debtor to Lender regardless of what indebtedness or liability of Debtor to Lender remains unpaid and regardless of the order in which such sums were intended to be applied; (9) release any one or more of the undersigned, any other guarantor or any other party liable upon or for any indebtedness or other obligation guaranteed, and such release will not affect the liability under this Agreement of any of the undersigned or any other party not so released; (10) add or release the primary or secondary liability of principals, guarantors or other parties; and/or (11) obtain additional collateral security.
- C. The undersigned agrees: (1) to accept and acknowledge this Guaranty Agreement; (2) notice of the creation of any indebtedness; (3) any prepayment, demand for payment, notice of default or non-payment, notice of acceleration, notice of disposition of security, notice of discharge or protest to or upon any party and all other notices whatsoever whether required or permitted by this Guaranty Agreement, any other agreement, course of dealing, usage of trade, course of performance and, to the extent allowed, the law; (4) any exercise of any remedy which the Lender now has or later acquires against the Debtor or any other party; (5) any impairment of collateral, including, but not limited to, the failure to perfect, maintain perfection of, a security interest in collateral; and (6) any event, or any act or omission of the Lender (except acts or omissions in bad faith) which materially increases the scope of the undersigned's risk as guarantor, including the manner of administration of the loan and changes in the nature or manner in which any party does business or in their financial condition and any notice of any such change.
- D. This Guaranty Agreement shall be binding, unconditional and continuing guaranty of payment and not of collection and shall be binding upon the undersigned, heirs or successors of the undersigned, and the estate or estates of the undersigned; (1) regardless of the death or cessation of existence of any of the undersigned or of any guarantor or any other party liable upon any indebtedness or other obligation hereby guaranteed; (2) irrespective of any disclaimer, claim or discharge available to the Debtor under law or under any agreement with the Lender; and (3) irrespective of any failure or delay by the Lender to perfect or keep perfected any lien or security interest in any collateral. This Guaranty Agreement is an independent obligation which is separately enforceable from the obligation of the Debtor.
- E. All rights of the Lender are cumulative and not alternative to other rights. Sub may be brought against the undersigned or other parties liable, jointly and severally, and against any one or more of them, and against all or less than all, without impairing the rights of the Lender, its successors or assigns, against either of the undersigned. The Lender may with or without notice to the undersigned or any other party for such sum or sums as it may see fit and release each of the undersigned or other parties from all further liability to the Lender for such indebtedness without impairing the right of the Lender to demand and collect the balance of such indebtedness from either of the undersigned not so released.
- F. The Lender may assign this Agreement or any of its rights and powers herewith, with all or any part of the indebtedness guaranteed, and may assign to any such assignee any of the security for the indebtedness. In the event of such assignment, the assignee shall have the same rights and remedies as if originally named in this Agreement in place of Lender, and the Lender shall thereafter be fully discharged from all responsibility with respect to any such indebtedness so assigned.
- G. Unless expressly limited by specific writing as set forth in this Guaranty Agreement, it is understood to be unlimited in amount. If limited, it is understood the limit means a fixed amount or percentage of any indebtedness remaining after application of the actual proceeds of the disposition of any security to any unpaid portion of the indebtedness.
- H. Until the indebtedness of the Debtor has been paid in full, the undersigned agrees to provide to the Lender from time to time upon demand such financial statements, copies of tax returns, and other information as to the undersigned as the Lender may reasonably require.
- I. Any deposits or other sums credited by or due from the Lender to the undersigned may be set off against any and all liabilities of the undersigned to the Lender arising under the terms of this Guaranty Agreement. The rights granted by this paragraph shall be in addition to the rights of the Lender under any statutory banker's lien or common law right of offset.
- J. Until the obligations of the Debtor have been paid in full the undersigned specifically waives all rights of subrogation to the rights of the Lender, any claim to any security or its value to which the Lender has recourse, and all rights of reimbursement or contribution from other parties, whether principals or sureties, accommodation parties or guarantors.
- K. The undersigned may, only by written notice given to and received by Lender, withdraw only from liability for additional indebtedness of Debtor accepted by or incurred to Lender after the time of receipt of such notice by Lender. The liability and other obligations of the undersigned shall not be otherwise affected but shall continue until all indebtedness, including late commitments, existing at the time of the receipt of such notice, and renewals or extensions of indebtedness to which the undersigned consented, is fully paid. After any such withdrawal, Lender may exercise any rights granted in this Agreement without releasing the undersigned from liability.
- L. Notwithstanding the provisions of any note or obligation to which this Guaranty Agreement applies, it is the intention of the parties, and it is hereby provided, that a Guarantor shall not be liable for interest charges in excess of the maximum amount permitted under the law applicable to this Guaranty Agreement.
- M. The undersigned specifically waives any right to relief under 12 U.S.C. sec. 618, 15 U.S.C. sec. 241, or any like statutes, and agrees that the Lender may apply the actual proceeds from the disposition of any security first to any guaranteed portion of the indebtedness. Any party to this Guaranty Agreement has the right to waive that by law and waives all objections to venue in any forum instituted by the Lender arising out of this Guaranty Agreement.
- N. The undersigned waives, as of the date of this Guaranty Agreement, any claim, as that term is defined in the Federal Bankruptcy Code, which the undersigned might have or acquire against the Debtor arising from the existence or performance of the undersigned's obligations under this Guaranty Agreement, and to that extent that the undersigned is not a creditor of the Debtor. In addition to the waiver of the nature of creditor, it is agreed that the indebtedness guaranteed under this Guaranty Agreement includes all portions of the indebtedness paid by the Debtor during the period of time within one year prior to the filing of any bankruptcy, reorganization or insolvency proceedings by or against the Debtor. If any payment made by the Debtor to the Lender is determined to be avoidable under applicable state law or the Federal Bankruptcy Code, to that extent, if demanded by the Lender, this Guaranty Agreement is deemed to be reinstated to include the amount which the indebtedness under this Guaranty Agreement.
- O. The undersigned, by signing below, acknowledges having read this Guaranty Agreement, having reviewed it to the extent desired with their legal counsel, and receiving a copy of it and also receiving an explanation of any questions. The undersigned also has read any evidence notice provided by Lender. The undersigned understands that the undersigned may have to pay any indebtedness or obligation covered by this Guaranty Agreement in the event the Debtor fails or refuses to do so. The undersigned also represents that they are aware of the financial condition of Debtor and acknowledge a responsibility to maintain a close watch on that financial condition as long as this Guaranty Agreement is outstanding and that they are not relying on the Lender to provide information on the Debtor's financial condition, now or in the future.
- P. This Guaranty and the obligations evidenced in it are to be construed and governed by the laws of the state indicated in the address of Lender shown above.
- Q. This Guaranty Agreement constitutes the entire agreement between the parties with respect to the obligations of the undersigned and the rights of the Lender under this Guaranty Agreement. This Guaranty Agreement cannot be amended except by an agreement in writing signed by both the undersigned and the Lender. No condition as to the effectiveness or enforceability of this Guaranty Agreement exists except as stated in this Guaranty Agreement. Regardless of any other provision of this Guaranty Agreement to the contrary, and unless otherwise specifically released or modified by this Guaranty Agreement, all other obligations of the undersigned to Lender evidenced by a note, loan agreement, guaranty or any other written agreement remain in force and effect.
- R. Limitation on Set-Off - Liability for damages which the Citizen Potawatomi Community Development Corporation may be found responsible must arise solely pursuant to this Agreement and shall be strictly limited to only the principal amount of the loan, the Corporation's equity interest in the Debtor's enterprise, or the Corporation's security interest in Officer's property (whichever is greater), and such recovery, if any, shall be exclusively limited to only the assets of the Corporation.
- S. Notwithstanding any provision to the contrary, the law of Citizen Potawatomi Nation will govern the construction and enforcement of this agreement. All parties understand and agree that Citizen Potawatomi Nation Tribal Court has jurisdiction to resolve any dispute under this agreement and the parties do hereby submit to the personal jurisdiction of, and waive any objection to venue in, the Citizen Potawatomi Nation Tribal Court for the resolution of any dispute arising out of this agreement.

SIGNED AND DELIVERED BY (GUARANTOR):


 Nathaniel O. Beauchamp

LIMITED LIABILITY COMPANY GUARANTY and PLEDGING RESOLUTION

DEBTOR(S) NAME(S) Ada Outdoors, LLC Nathaniel O. Beauchamp	FINANCIAL INSTITUTION Citizen Potawatomi Community Development Corporation 1545 Gordon Cooper Drive Shawnee, Oklahoma 74801
State of Organization: Oklahoma	

THE UNDERSIGNED CERTIFIES to the above-named Financial Institution as of the date set forth below that: (1) I am a duly appointed and qualified Manager of the above-named limited liability company (the "Company") and the keeper of the Company records; (2) the following is a true and correct copy of Resolutions duly adopted by all of the Members of the Company either at a meeting at which a quorum was present or by unanimous consent of the Members as evidenced by a memorandum of action duly signed by all Members of the Company; (3) there is no provision in the Company's Articles of Organization or Operating Agreement limiting the power of the Members to adopt the following Resolutions which conform with the provisions of the Articles and Operating Agreement; and (4) the Resolutions which are quoted below are now in full force and effect:

- *RESOLVED that any One (1) of the Managers of this Company be, and are by these Resolutions authorized, on behalf of this Company:
- To unconditionally, absolutely and continually guarantee to the following named Financial Institution, hereinafter called Financial Institution:
Citizen Potawatomi Community Development Corporation

that the following named Debtor, hereinafter called Debtor: Ada Outdoors, LLC

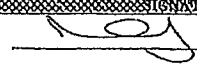
will fully and promptly pay and discharge all indebtedness for which the Debtor now owes or may at any later time become obligated to the Financial Institution, either as principal, guarantor, endorser, or in any other capacity, and whether created by direct dealing with the Financial Institution or otherwise, and regardless of the nature or form of such indebtedness, including without limitation, judgments, promissory notes, open accounts or any other form of indebtedness (collectively, the "Indebtedness").

- To pledge and grant a security interest in any and all assets of the Company as collateral for the Indebtedness and/or the Company's guaranty of the Indebtedness.
- To execute and deliver such security agreements, assignments, guarantees, financing statements, lien entry forms and any other documents and agreements, and to do and perform such other acts as may be necessary and required in order to carry into effect the terms, provisions and conditions of, and to consummate the transactions contemplated by, these Resolutions.
- To provide that any guaranty of the Indebtedness, pledge of and/or security interest in the assets of the Company to the Financial Institution be unlimited, except as follows: n/a

*FURTHER RESOLVED, that the Members of the Company have determined that the actions authorized in these Resolutions are in the best interest of the Company and will be to its benefit, and that the execution of any document, instrument or agreement required in furtherance of these Resolutions is authorized by the Company's Articles of Organization or Operating Agreement."

*FURTHER RESOLVED, that these Resolutions and authorities shall continue in full force and effect until revoked or modified by resolution of the Members and until official notice in writing of such change shall be given to, and received and acknowledged by, the Financial Institution, and that all previous acts of and all documents and papers previously executed and/or delivered by any of the Managers of the Company in exercising any of the powers or matters described in these Resolutions are ratified, adopted, confirmed and approved."

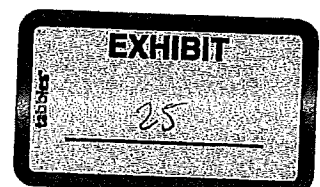
THE UNDERSIGNED FURTHER CERTIFIES that the following named persons have been duly appointed as Managers, that they continue to hold the position of Manager at the present time, and that the signatures appearing below are the genuine and original signatures of each, respectively: (Attach separate sheet if additional space is needed.)

DATE	TITLE	SIGNATURE
_____	Managing Member	

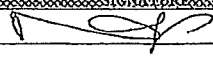
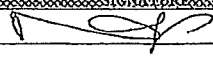
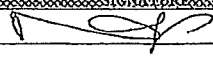
SIGNATURE OF MANAGER		
WITNESS my hand on this _____ day of _____, _____		
_____ Manager		
CERTIFICATE CONFIRMATION		
Being one of the Managers of the Company (other than the signing Manager), I confirm the above certificate as of the date set forth above.		
_____ Manager		

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EXHIBIT 2



LIMITED LIABILITY COMPANY GUARANTY and PLEDGING RESOLUTION

DEBTOR(S)		FINANCIAL INSTITUTION													
Shawnee Outdoors, LLC Nathaniel O. Beauchamp		Citizen Potawatomi Community Development Corporation 1545 Gordon Cooper Drive Shawnee, Oklahoma 74801													
State of Organization: Oklahoma															
<p>THE UNDERSIGNED CERTIFIES to the above-named Financial Institution as of the date set forth below that: (1) I am a duly appointed and qualified Manager of the above-named limited liability company (the "Company") and the keeper of the Company records; (2) the following is a true and correct copy of Resolutions duly adopted by all of the Members of the Company either at a meeting at which a quorum was present or by unanimous consent of the Members as evidenced by a memorandum of action duly signed by all Members of the Company; (3) there is no provision in the Company's Articles of Organization or Operating Agreement limiting the power of the Members to adopt the following Resolutions which conform with the provisions of the Articles and Operating Agreement; and (4) the Resolutions which are quoted below are now in full force and effect:</p> <p>"RESOLVED that any <u>One (1)</u> of the Managers of this Company be, and are by these Resolutions authorized, on behalf of this Company:</p> <ol style="list-style-type: none"> To unconditionally, absolutely and continually guarantee to the following named Financial Institution, hereinafter called Financial Institution: Citizen Potawatomi Community Development Corporation <p>that the following named Debtor, hereinafter called Debtor: Nathaniel O. Beauchamp</p> <p>will fully and promptly pay and discharge all indebtedness for which the Debtor now owes or may at any later time become obligated to the Financial Institution, either as principal, guarantor, endorser, or in any other capacity, and whether created by direct dealing with the Financial Institution or otherwise, and regardless of the nature or form of such indebtedness, including without limitation, judgments, promissory notes, open accounts or any other form of indebtedness (collectively, the "Indebtedness").</p> <ol style="list-style-type: none"> To pledge and grant a security interest in any and all assets of the Company as collateral for the Indebtedness and/or the Company's guaranty of the Indebtedness. To execute and deliver such security agreements, assignments, guarantees, financing statements, lien entry forms and any other documents and agreements, and to do and perform such other acts as may be necessary and required in order to carry into effect the terms, provisions and conditions of, and to consummate the transactions contemplated by, these Resolutions. To provide that any guaranty of the Indebtedness, pledge of and/or security interest in the assets of the Company to the Financial Institution be unlimited, except as follows: n/a <p>"FURTHER RESOLVED, that the Members of the Company have determined that the actions authorized in these Resolutions are in the best interest of the Company and will be to its benefit, and that the execution of any document, instrument or agreement required in furtherance of these Resolutions is authorized by the Company's Articles of Organization or Operating Agreement."</p> <p>"FURTHER RESOLVED, that these Resolutions and authorities shall continue in full force and effect until revoked or modified by resolution of the Members and until official notice in writing of such change shall be given to, and received and acknowledged by, the Financial Institution, and that all previous acts of and all documents and papers previously executed and/or delivered by any of the Managers of the Company in exercising any of the powers or matters described in these Resolutions are ratified, adopted, confirmed and approved."</p> <p>THE UNDERSIGNED FURTHER CERTIFIES that the following named persons have been duly appointed as Managers, that they continue to hold the position of Manager at the present time, and that the signatures appearing below are the genuine and original signatures of each, respectively: (Attach separate sheet if additional space is needed.)</p> <table border="1"> <thead> <tr> <th>NAME</th> <th>POSITION</th> <th>SIGNATURE</th> </tr> </thead> <tbody> <tr> <td>Nathaniel O. Beauchamp</td> <td>Member</td> <td></td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table> <p>WITNESS my hand on this _____ day of _____, 2024.</p> <p>_____ Manager</p> <p>_____ Manager</p> <p>Being one of the Managers of the Company (other than the signing Manager), I confirm the above certificate as of the date set forth above.</p> <p>_____ Manager</p>				NAME	POSITION	SIGNATURE	Nathaniel O. Beauchamp	Member		_____	_____	_____	_____	_____	_____
NAME	POSITION	SIGNATURE													
Nathaniel O. Beauchamp	Member														
_____	_____	_____													
_____	_____	_____													

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EXHIBIT 2